

## **RIVETDIRECT, INC.**

### **Standard Terms and Conditions of Sale**

- 1. SCOPE** The Terms and Conditions ("Terms") contained herein shall apply to all quotations and offers made by and purchase orders accepted by RivetDirect. These Terms apply to all sales made by RivetDirect except to the extent the Terms conflict with a Sales Agreement signed by RivetDirect and Buyer. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. These Terms may in some instances conflict with some of the terms and conditions affixed to the purchase order or other procurement document issued by the Buyer. In such case, the Terms contained herein shall govern, and acceptance of Buyer's order is conditioned upon Buyer's acceptance of the terms and conditions herein, irrespective of whether the Buyer accepts these conditions by a written acknowledgement, by implication, or acceptance and payment of products ordered hereunder. RivetDirect's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein. Any changes in the Terms contained herein must specifically be agreed to in writing signed by an officer of RivetDirect before becoming binding on either party.
  - 2. PRICE, TAXES AND QUOTATIONS** All orders for goods are subject to minimum quantities as determined by RivetDirect. Unless otherwise agreed to in writing by the parties, prices quoted by RivetDirect are those current at the date of quotation and shall be subject to variation by RivetDirect at any time without prior notice to Buyer. All prices are exclusive of any present or future sales, revenue or excise tax, value added tax, turnover tax, import duty (including brokerage fees) or other tax applicable to the manufacture or sale of any product. Such taxes, when applicable, shall be paid by Buyer unless Buyer provides a proper tax exemption certificate.
  - 3. QUANTITY** All quantities shown on packaging are based on weight counts, and RivetDirect will use reasonable efforts to ensure that its weight counts are accurate. The parties agree that if the quantity of goods as determined by actual weight is within two percent (2%) of the quantity shown on the packaging, Buyer shall be deemed to have received the quantity shown on the packaging, and Buyer shall pay for such amount. Any order filled by RivetDirect that is less than the quantity ordered by Buyer, but not less than ninety percent (90%) of the quantity ordered, will be deemed to be fully filled. In such event, RivetDirect shall notify Buyer that the order has been filled, and Buyer shall be entitled only to the quantity of goods provided by RivetDirect, and shall be required to pay only for the amount actually delivered by RivetDirect (but not for more than the amount ordered).
  - 4. DELIVERY** Unless otherwise specifically agreed in writing by RivetDirect, all goods are sold FOB RivetDirect's warehouse, the cost of transportation for and risk of loss to the goods to be borne by Buyer. RivetDirect may deliver products in one or more consignments and invoice each consignment separately. All delivery and shipping dates are estimates only. RivetDirect will use reasonable efforts to fill Buyer's order in accordance with the estimated delivery or shipping date, but RivetDirect will not be responsible for any losses or damages resulting from shipping delays.
  - 5. NON-CONFORMING DELIVERY** Buyer will make adequate inspection of the goods promptly after their receipt, and in any event within thirty (30) days of receipt, and will give RivetDirect prompt written notice of any non-conformity or defect. Failure to notify RivetDirect in writing of any non-conformity or defect in the products or of quantity shortages or incorrect shipments within such period shall be deemed an unqualified waiver of any rights to return products on the basis of visible defects, shortages or incorrect shipments.
  - 6. LOT TRACEABILITY** Buyer shall keep lot traceability records for the goods to ensure that RivetDirect lot numbers can be traced through Buyer's manufacturing and/or sales processes.
  - 7. PAYMENT TERMS** Buyer's obligation to make full and timely payment for each shipment will be without rights of set-off. Unless otherwise agreed in writing, payment terms for first orders are prepaid by Visa or MasterCard and for second and subsequent orders are net 30 days from the date of invoice. RivetDirect reserves the right, at RivetDirect's sole discretion, to collect payment from Buyer on any invoices that are not paid in accordance with these terms, by charging unpaid past due invoiced amounts to Buyer's Visa or MasterCard account, with Buyer's credit card information maintained on file by RivetDirect for that purpose.
  - 8. ORDER CANCELLATION** Buyer may not terminate an order without the prior written consent of RivetDirect. If RivetDirect consents to such termination, reasonable termination charges computed by RivetDirect may be assessed in connection with such termination. Any changes requested by Buyer to an order will be subject to the consent of RivetDirect and to an equitable price adjustment as determined by RivetDirect.
  - 9. PRODUCT RETURNS** Except as set forth in paragraph 11 below, Buyer shall have no right to return conforming goods to RivetDirect. RivetDirect may, at its sole discretion, allow Buyer to return conforming goods to RivetDirect, but all such discretionary returns will be subject to a restocking charge of 20% of the value of the returned goods. Such returns will be made only after Buyer's receipt from RivetDirect of definite shipping instructions and an RA number with the cost of transportation for and risk of loss to the goods to be borne by Buyer.
  - 10. REPACKING** Buyer shall comply with the requirements of 19 U.S.C. § 1304 and 19 CFR Part 134 such that if goods are repacked, the containers shall be marked in a conspicuous place as legibly, indelibly, and permanently as the nature of the article (or container) will permit in such manner as to indicate to an ultimate purchaser in the United States the English name of the country of origin of the article.
  - 11. LIMITED WARRANTY** RivetDirect warrants that the goods sold to Buyer, at the time of shipment, will meet RivetDirect's specifications and be free from defects in material and workmanship. Such warranty is limited to six months from the date of shipment of the goods to Buyer. RivetDirect's sole obligation and liability in the event of breach of warranty and Buyer's sole remedy, as determined by RivetDirect, shall be RivetDirect's repayment of the amount paid for nonconforming goods, or repair or replacement of nonconforming goods free of charge at Buyer's delivery point. Such repair, replacement or repayment will be made only upon return of the nonconforming goods, which may be returned at RivetDirect's cost only after inspection by RivetDirect (which may be by Buyer returning a sample to RivetDirect at RivetDirect's request) and Buyer's receipt from RivetDirect of definite shipping instructions and an RA number.
- RIVETDIRECT MAKES NO WARRANTY THAT THE GOODS WILL BE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE. RIVETDIRECT MAKES NO WARRANTY, EXPRESS OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN.**
- 12. LIMITED LIABILITY** In no event will RivetDirect be liable for any incidental, consequential, indirect, special, contingent, or punitive damages, including but not limited to, the cost of labor, requalifications, rework charges, delay, lost profits, or loss of goodwill arising out of the sale, installation or use of any RivetDirect product or relating to: (i) any breach of contract or warranty, tort (including negligence or strict liability), or other theories of law with respect to products sold or services rendered, or undertakings, acts or omissions relating thereto; (ii) the tender of defective or non-conforming goods; (iii) breach of any other provision of this Agreement; or (iv) any claim of any kind arising out of or relating to any order or RivetDirect's performance in connection therewith. In any event, RivetDirect's liability will not exceed the purchase price of the goods on which such liability is based. Buyer assumes all liability for any loss, damage or injury to persons or property arising out of, connected with or resulting from the use of RivetDirect's products, either alone or in combination with other products.
  - 13. CONFIDENTIAL INFORMATION** Unless otherwise agreed to in writing by RivetDirect, RivetDirect will not be bound by any obligations of confidentiality or non-disclosure. No right, title, or interest in and to any development, invention, or work of authorship, conceived or developed by RivetDirect during the course of performance hereunder, is conveyed to Buyer. RivetDirect does not grant to Buyer, and nothing contained herein will obligate or be construed to obligate RivetDirect to grant to Buyer, any license under any patents or other intellectual property owned by RivetDirect.
  - 14. FORCE MAJEURE** RivetDirect will not be liable for delays in filling the order or failure in the performance of any of its obligations hereunder caused by accidents, labor disputes or disruptions, strikes, shortages of labor, materials, fuel or power, fires, floods or other acts of God, acts of terrorism or war, acts or omissions of Buyer, delays in transportation or lack of transportation facilities, priorities required, requested or granted for the benefit of the government, restrictions imposed by law or any rules or regulations thereunder, or any cause, whether similar to or dissimilar from those enumerated, beyond RivetDirect's reasonable control.
  - 15. ASSIGNMENT AND SUBCONTRACTING** This Agreement and any right or interest hereunder may not be assigned by Buyer without RivetDirect's prior written consent. RivetDirect shall be entitled at all times to assign its rights under the contract (in whole or in part) or to subcontract any part of the work or services to be provided under the contract as it deems necessary or desirable.
  - 16. NOTICES** Any notice hereunder shall be deemed to have been given if sent by prepaid first class mail to the party concerned at its last known address. Notice to RivetDirect shall be to RivetDirect Inc., Attn: Legal Dept., 450 Wildwood Avenue, Woburn, MA 01801
  - 17. WAIVER** Failure by RivetDirect to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.
  - 18. APPLICABLE LAW** Unless otherwise agreed in writing, the terms and conditions contained herein shall be governed by and construed under the laws of the State of Massachusetts, USA.