



TERMS AND CONDITIONS POLICY

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STANDARD TERMS AND CONDITIONS OF SALE

Products and services (“product,”) sold are expressly subject to the terms and conditions set forth herein and at the BSC Industries, Inc. (“BSC,” “BSC Industries,” “we,” “us” or “our”) website, www.bsc-ind.com, notwithstanding any contradictory terms of the buyer’s purchase order. In the event of any conflict between the terms and conditions of sale set forth herein and those set forth at the BSC Industries website, the terms and conditions of sale set forth at the BSC Industries website shall prevail. No person has the authority to alter these terms other than a corporate officer of BSC Industries, Inc., and any such alteration must be in writing. Buyer's acceptance of products constitutes acceptance of these terms and conditions of sale.

PRICE

Prices in effect at time of shipment of goods or performance of services shall prevail. All prices quoted by BSC Industries are subject to correction or change without notice. Prices do not include freight, shipping, handling fees and/ or duties, any present or future sales, use, excise, value-added or similar taxes. Where applicable, such taxes shall be billed as a separate item and paid by Buyer. It is the obligation of Buyer to provide evidence of sales tax exemption to BSC Industries. A standard shipping charge is applied to each invoice for goods to cover the material preparation, packaging, freight and/or any additional costs associated with each shipment based on value and/or weight of the shipment. Additional charges for local delivery may also apply. Export orders may be subject to other special pricing.

DELIVERY TERMS

All unconfirmed delivery dates are approximate. BSC Industries is not responsible for damages resulting from shipping delays caused by circumstances outside our control. Unless otherwise agreed in writing by BSC Industries, delivery will be made and title will pass to Buyer F.O.B. point of shipment. Expense and risk of loss of transporting the goods shall pass to Buyer at point of shipment.

DELIVERY IN INSTALLMENTS

BSC Industries reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of the obligations to accept and pay for remaining deliveries.



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PAYMENT TERMS

Unless otherwise agreed in writing by an authorized officer of BSC Industries, and if Buyers credit has been approved prior to sale, terms of payment are thirty (30) days net from the date of the invoice. Discounts are not available for payment by credit card or for cash purchases.

Should the financial responsibility of Buyer at any time become unsatisfactory to BSC Industries, BSC Industries shall have the right to require payment for any shipment hereunder in advance. If Buyer fails to make payment in accordance with the terms of this Agreement or fails to comply with any provision hereof, BSC Industries may at its option, in addition to any other remedies, cancel any unshipped portion of an order and other pending orders. Buyer shall remain liable for all unpaid accounts. In the event Buyer fails to make payment in accordance with the terms of this Agreement, the account shall be deemed to be delinquent and a late charge of one and one-half percent (1.5%) per month will be assessed on the unpaid balance. Buyer agrees to pay all collection costs and expenses, including reasonable attorney's fees, incurred by BSC Industries in collecting or attempting to collect such account.

CREDIT BALANCE

Any credit balance issued will be applied within one year of issuance. If not applied within one year, the balance remaining shall be cancelled, and BSC Industries shall have no further liability except as required by applicable law.

CHANGE IN BUYER'S FINANCIAL CONDITION

BSC Industries reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to BSC in the event of: (i) Buyer's insolvency, (ii) the filing of a voluntary petition in bankruptcy by Buyer, (iii) the appointment of a receiver or trustee for Buyer, or (iv) the execution by Buyer of an assignment for the benefit of creditors. BSC reserves the right to suspend its performance until payment or adequate assurance of performance has been received. BSC also reserves the right to cancel Buyer's credit at any time for any reason. Buyer, in order to provide security for the payment of the full price of goods furnished hereunder, grants BSC a security interest in the goods and the proceeds thereof. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest. A copy of the invoice may be filed at any time as a financing and/or chattel mortgage, in order to perfect BSC's security interest. BSC may, in its sole discretion require, and Buyer hereby grants to BSC, a continuing purchase money security interest in all inventory, equipment, and goods sold by BSC to or for the benefit of Buyer, wherever located, and all accessions and goods and all proceeds from the sale thereof; and all



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accounts and accounts receivable which may from time to time hereafter come into existence during the term of this Security Agreement. BSC's purchase money security interest is explicitly limited to outstanding obligations between BSC and Buyer.

FREIGHT AND HANDLING

Unless otherwise provided in writing, freight charges on all shipments are to be paid by Buyer. All incoming shipping and handling charges on all material on which the supplier of said material does not pre-pay or allow freight into BSC Industries' warehouse, and all outgoing shipping and handling charges on all shipments from BSC Industries to Buyer shall be borne by Buyer. Any difference in the amount of freight from that shown on the invoice as being included, is for Buyer's account. BSC Industries reserves the right to designate origin and intermediate carriers. If a specific delivering carrier is required, Buyer must designate such carrier in writing to BSC Industries prior to shipment.

ORDER ACCEPTANCE

Buyer acknowledges that no order shall be deemed accepted unless and until it is verified and accepted by BSC Industries, or any of its U.S. affiliates, subsidiaries and divisions, at a continental U.S. facility or at any of its websites. Buyer further consents that submission of its order shall subject Buyer to the jurisdiction of the federal courts of the United States of America and of the State where acceptance occurred in the United States of America.

CLAIMS

Buyer agrees to inspect products within five calendar days of receipt and agrees to immediately notify BSC of any defects, nonconformities or shortages. Buyer waives any right to object to such defects, nonconformities or shortages.

WARRANTIES

A. Warranty for Distributed Products. BSC is a distributor, and not a manufacturer of products. Accordingly, any warranty of quality, merchantability or fitness for a particular purpose is that of the manufacturer only and not that of BSC Industries. BSC Industries agrees to use commercially reasonable efforts to cause its manufacturers to furnish products that will be free from defects in material and workmanship and will be free from patent infringement. Should the product fail to meet any manufacturer's warranty, then upon notification thereof by Buyer to BSC Industries and substantiation



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from Buyer that the product has been stored, installed, maintained and operated in accordance with manufacturer's recommendations and standard industry practice, BSC Industries shall assist Buyer in obtaining suitable repair or replacement, or other remedy, as provided in the applicable manufacturer's warranty.

B. Warranty for Third-Party Products. Please note that products, supplies, components or devices manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to, distributed by, or packaged together into, BSC Industries' Value Added Products. In the case of Third Party Products, BSC Industries' sole obligation shall be limited to making any existing applicable manufacturer's warranties pertaining to such products available to Buyer to the extent we can legally do so. Buyer's sole remedy for breach of this warranty, and subject to BSC Industries' sole discretion, is either repair or replacement.

C. Warranty for BSC Industries Designed, Engineered, Built, or Assembled Products ("Value Added Products"). BSC Industries warrants that the Value Added Products sold hereunder shall be free from defects in material or workmanship for a period of twelve (12) months from the date of shipment. Buyer's sole remedy for breach of this warranty, and subject to BSC Industries' sole discretion, is either repair or replacement.

D. Warranty for BSC Industries Services (including Repairs and Build-To-Print). BSC Industries warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and that the Product will materially conform to Specifications. Buyer's sole remedy for breach of this warranty, and subject to BSC Industries' sole discretion, is either repair or reperformance.

E. Disclaimer. All prices are based upon the exclusive limited warranties stated above and upon the following disclaimer: THE WARRANTIES LISTED ABOVE ARE THE SOLE AND ENTIRE WARRANTIES PERTAINING TO PRODUCTS PROVIDED. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Warranties do not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence, unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of BSC Industries. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to BSC Industries in the selection or design of the Product and the preparation of BSC Industries' quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.



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CANCELLATION/CHANGES

No order may be canceled or changed in whole or in part without the prior written consent of BSC Industries. Shipment of products cannot be extended beyond the original shipping date specified without BSC Industries' written consent.

RETURNS

No products will be accepted for return without a BSC Industries approved Return Goods Authorization ("RGA"). All returns are subject to a restocking charge. Special ordered or modified products are not returnable.

FORCE MAJEURE

BSC Industries does not assume the risk and is not liable for delay or failure to perform any of BSC's obligations by reason of events or circumstances beyond its reasonable control (hereinafter "Events of Force Majeure"). Events of Force Majeure shall include without limitation: accidents, strikes or labor disputes, acts of any government or government agency, acts of nature, delays or failures in delivery from carriers or suppliers, shortages of materials, or any other cause beyond BSC Industries' control.

WAIVER AND SEVERABILITY

Failure to enforce any provision of this agreement will not invalidate that provision; nor will any such failure prejudice BSC Industries' right to enforce that provision in the future. Invalidation of any provision of this agreement by legislation or other rule of law shall not invalidate any other provision herein. The remaining provisions of this agreement will remain in full force and effect.

GOVERNING LAW

This agreement and the sale and delivery of all products are deemed to have taken place in, and shall be governed and construed in accordance with, the laws of the State of Massachusetts without regard to conflicts of laws principles. Buyer irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts of Norfolk County, Massachusetts with respect to any dispute, controversy or claim arising out of or relating to this agreement.



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DISPUTE RESOLUTION

If a dispute arises out of or relates to these terms or their breach, the parties shall attempt to resolve such dispute through the dispute resolution procedures set forth herein (“Resolution Procedures”). If any dispute arises under this agreement, either party may notify the other in writing of the existence of such dispute and the commencement of the Resolution Procedures. Within twenty (20) business days after receipt of the commencement notice the parties shall conduct a hearing at a mutually agreed upon location and time. The hearing shall be conducted before a hearing panel of one senior executive of from each party (“Hearing Executives”). During the hearing each party shall present its position, and each party shall be entitled to a rebuttal. The Hearing Executives will reach agreement on the order of presentations and other procedural issues regarding the hearing. At the conclusion of the hearing, the Hearing Executives shall meet to attempt to resolve the dispute. The Resolution Procedures shall be deemed terminated if the parties have not executed a written settlement of the dispute on or before the tenth (10th) business day following the conclusion of the hearing. Unless a written settlement is executed, any promises or agreements made by the parties at the hearing shall not be binding on the parties. All discussions, offers, promises, statements, or conduct made in the course of the Resolution Procedures are privileged, confidential, inadmissible, and not discoverable for any purpose. If the Hearing Executives are unable to resolve the dispute within forty-five (45) days of the date of the commencement notice, either party may institute litigation.

COMPLIANCE WITH LAWS

BSC Industries warrants that it has complied, and will continue during the performance of this order to comply, with the provisions of all applicable federal, state and local laws and regulations from which liability may accrue to Buyer as a result of any violation thereof by BSC Industries. BSC Industries warrants compliance with the Fair Labor Standards Act and the Equal Employment Opportunity Act, as amended, in its performance. Compliance with any federal, state or local procurement regulations, laws, or contract provisions in any form of government contracting by Buyer, shall be solely the responsibility of the Buyer.

INDEMNITY

BSC Industries agrees to hold Buyer harmless from all loss, liability, claims or expenses (including reasonable attorney’s fees) awarded in a final judgment by a court of competent jurisdiction arising from bodily injury or property damage (including death) to any person caused directly by the recklessness or willful misconduct of BSC Industries in the performance of this Agreement; (b) Buyer shall indemnify, defend, and hold BSC Industries harmless from any losses, claims, liabilities, damages, lawsuits, judgments and costs (including attorney fees and defense costs), whether for personal injury, property damage,



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patent, trademark or copyright infringement or any other claim, brought by or incurred by Buyer, Buyer's employees, or any other person, arising out of: (i) improper selection, application, design, or other misuse of products purchased by Buyer from BSC Industries; (ii) any act or omission, negligent or otherwise, of Buyer; (iii) BSC Industries use of patterns, plans, drawings, or specifications furnished by Buyer to manufacture products; or (iv) Buyer's failure to comply with these terms and conditions. BSC Industries shall not indemnify Buyer under any circumstance except as otherwise provided.

LIMITAION OF LIABILITY

Neither party shall be liable for incidental, consequential (including lost profits, diminution in value or reputation, or lost opportunity), special, punitive or liquidated damages, directly or indirectly, arising or resulting from the breach of any of the terms hereof or from the sale, handling or use of the products sold. BSC Industries' liability hereunder, for breach of warranty, negligence or otherwise, is expressly limited at BSC's option to: (a) provide a replacement at the agreed point of delivery of any products found to be defective or not to conform to the specifications set forth herein, (b) repair such products, or (c) refund or credit the Buyer of the price of such products.

NUCLEAR OR OTHER HAZARDOUS ACTIVITIES

Unless specifically acknowledged and agreed in writing by a duly authorized officer of BSC Industries, products sold hereunder may not be used in connection with any nuclear facility or any other hazardous activity, including without limitation, military, aerospace, missile or other critical application. Buyer agrees to indemnify and hold BSC Industries harmless from any liability that results from Buyer's use that is inconsistent with this paragraph.

ENVIRONMENTAL AND SAFETY

Material Safety Data Sheets (MSDS). BSC Industries provides MSDS that are prepared by its manufacturers. MSDS are not prepared by BSC Industries. Current MSDS will be provided to Buyer in connection with a purchase of a Product when required by law or regulation.

Dangerous Goods/Hazardous Materials. Certain types of products may contain Volatile Organic Compounds, Ozone Depleting Substances, Mercury or other chemicals subject to restrictions by state and/or federal law and regulation. BSC Industries does not guarantee that any product is in compliance with such restrictive state and/or federal law and regulation, and assumes no responsibility for how products containing such restricted substances shall be used, installed or resold by Buyer. Buyer assumes sole responsibility for compliance with all applicable state and/or federal law and regulation



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concerning such affected products. BSC Industries will cooperate with Buyer with respect to the handling, shipping or other disposition of affected products.

Shipping. In addition to the Delivery Terms and the Freight and Handling paragraphs above, the Buyer acknowledges that hazardous materials require special handling, labeling and packaging. Carrier surcharges may also apply. Buyer agrees to pay for all shipping, handling, labeling and packaging charges associated with the shipping of hazardous materials. BSC Industries is not responsible for, nor is it to be considered the "offeror" for, any further shipment or transshipment made by or on behalf of Buyer by any mode of transportation. Buyer assumes full responsibility for compliance with all state and/or federal rules and regulations governing the product's further transportation by ground, air or water in domestic and/or international commerce.

ASSIGNMENT OR DELEGATION

Buyer shall not assign, transfer or delegate, whether by operation of law or otherwise, any or all of its duties or rights hereunder without BSC Industries' prior written consent.

BUILD TO PRINT / SPECIFICATIONS

Where BSC Industries is responsible for manufacturing or servicing product to Buyer's specifications, engineering data, drawings, schematics, materials, components, data or requirements ("Specifications"), the Buyer is solely responsible for determining the suitability and sufficiency of those Specifications, and assumes sole responsibility for the outcome and performance of product based upon those Specifications. Additionally, Buyer is responsible for making the final selection of product and assuring that all performance, endurance, maintenance, safety and warning requirements are met.

CONTACT US

If you have questions or comments about these Terms, please contact us at:

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