

TERMS AND CONDITIONS

The Terms and Conditions herein apply to the sale of Griffith Rubber Mills products.

- 1. Limited Warranty.** Seller warrants, to the original Purchaser only, that all products (except Stanlock ®) manufactured by Seller ("Product") are free from defects in material and workmanship under normal use and when properly installed for a period of one (1) year from the date of delivery to the original Purchaser. Any defective Product shall be returned to Seller's factory, with transportation charges or duties to be paid by Purchaser. Seller shall examine the Product and determine to its satisfaction that the Product is indeed defective. Upon such determination, SELLER'S LIABILITY SHALL BE LIMITED TO REPLACEMENT OF THE DEFECTIVE PRODUCT, AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DEFECTS IN MATERIAL OR WORKMANSHIP. PURCHASER HEREBY WAIVES ALL OTHER REMEDIES ARISING BY LAW OR OTHERWISE. Seller does not warrant the Product to meet the requirements of the safety code of any state, municipality or other jurisdiction, and Purchaser assumes all risk and liability whatsoever resulting from the use thereof, whether used singularly or in combination with other Product, equipment, machines or apparatus. This Limited Warranty shall not apply to any Product which shall have been altered outside of Seller's factory or which has been subject to misuse, negligence or accident, or which has not been fitted and/or installed in compliance with Seller's written instructions. Seller neither assumes nor authorizes any person to assume for it any other liability in connection with its Product. THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO SELLER'S PRODUCT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NOT WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION INCLUDED HEREIN.
- 2. Ordering & Limits.** Seller reserves the right to discontinue any Product sold hereunder at any time, unless Buyer and Seller are bound by a pre-existing agreement that would prohibit such discontinuance.
- 3. Credit.** Unless otherwise directed or agreed to by Seller, Buyer shall make all payments hereunder in cash, or in negotiable paper collectible at face value in United States funds at the location indicated on Seller's invoice. If Seller determines that the financial responsibility of Buyer has become impaired or otherwise unsatisfactory to Seller, Seller may require advance cash payments or the posting of satisfactory security by Buyer, and may withhold shipments until Buyer makes such cash payments or posts such security; such action by Seller shall not constitute a change of payment terms hereunder.
- 4. Governmental Constraints.** If a present or future law, governmental decree, order, regulation, or ruling under any existing or future legislation prevents Seller from increasing or revising the price as provided herein, or nullifies or reduces any price or price increase hereunder, upon written notice from one to the other Seller and Buyer shall attempt to identify mutually agreeable changes to conform this contract with such law, decree, order, regulation, or ruling. If the parties cannot agree upon and implement such changes within sixty (60) days after such notice, Seller shall thereupon have a right to terminate this contract forthwith by written notice to Buyer.
- 5. Price & Terms Adjustment.** Seller may change any price, freight term and/or term of payment by giving Buyer prior written or electronic (via e-mail) notice, unless Buyer and Seller are bound by a pre-existing agreement that would prohibit such changes.
- 6. Taxes.** Buyer shall reimburse Seller for all federal, state, local or other taxes (other than income taxes), excises or charges, including superfund taxes and fees, which Seller is required to pay in connection with the manufacture and supply of Product hereunder, but only to the extent not already included in the price specified herein.
- 7. Title & Risk of Loss.** Title and risk of loss to the Product shall pass to Buyer at Seller's point of shipment. Buyer assumes all risks and liabilities arising out of unloading, discharge, storage, handling and use of the Product, or arising out of compliance or non-compliance with federal, state, municipal or local laws and regulations governing or controlling such activity, except to the extent, if any, attributable to Seller's gross negligence or willful misconduct. Seller has no liability for the failure of discharge or unloading equipment or materials used by Buyer, whether or not supplied by Seller.
- 8. Indemnification.** Except to the extent attributable to the Product sold hereunder failing to meet the express warranties set forth in paragraph 1, Buyer shall indemnify, defend and hold Seller harmless from all claims, costs, expenses, damages, judgements or other loss, including costs of investigation, litigation and reasonable attorneys' fees, arising out of Buyer's selection, use, sale and further processing of the Product sold hereunder.
- 9. Force Majeure.** Either party may suspend performance hereunder (except to pay for Product already received) in the event of: (1) acts of God, fire, explosion, flood, hurricanes; (2) strikes, lockouts or other industrial disturbances or riots; (3) war, declared or undeclared; (4) compliance with any Federal, state, provincial, municipal or military law, regulation, order, or rule, foreign or domestic, including priority, rationing, allocation or preemption orders or regulations, or cancellation of Seller's or Buyer's license to operate its plant; (5) shortage or other failure of facilities used for manufacture or transportation, shortage of labor, power, fuel or raw materials; (6) total or partial shutdown due to Seller's normal plant turnaround; or (7) any other cause or causes of any kind or character reasonably outside the control of the party failing to perform, whether similar or dissimilar from the enumerated causes (a "force majeure"). In the event a force majeure renders a party unable to perform its obligations under this contract, such party shall give written notice to the other party, with the full particulars including the expected duration of such force majeure, not later than 72 hours after the occurrence of the cause relied on, and upon the giving of such notice such party may suspend its obligations hereunder to the extent affected by such force majeure for the duration of the force majeure, but no longer. Upon cessation of the force majeure, performance shall resume, but such delay shall not, except by mutual agreement, operate to extend the term of this contract or obligate the Seller to make up deliveries or Buyer to purchase quantities so missed. The settlement of strikes or lockouts involving the parties hereto shall lie entirely within the discretion of the party having the difficulty, and the above requirements for remedy of any force majeure with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the employees involved, when deemed inadvisable by the party having the labor difficulty.
- 10. Safety & Health Indemnity.** Seller shall furnish to Buyer Material Safety Data sheets, which include warnings together with safety and health information concerning the Product and/or the containers for such Product. Buyer shall disseminate such information so as to give warning of possible hazards to persons whom Buyer can reasonably foresee may receive exposure to such hazards, including, but not limited to, Buyer's employees, agents, contractors and customers. If Buyer fails to disseminate such warnings and information, Buyer shall indemnify, defend and save Seller harmless against any and all liability arising out of or in any way connected with such failure, including without limitation, liability for injury, sickness, death and property damage.
- 11. Assignment/Delegation.** Buyer may assign/transfer rights and/or delegate duties/obligations hereunder only with the prior written consent of Seller, not unreasonably withheld.
- 12. Integration.** These Terms and Conditions apply to all sales by Griffith Rubber Mills and its affiliated companies. Except in the case of a pre-existing agreement in effect between Buyer and Seller, no statement of agreement, oral or written, made before or at the signing of this contract shall vary or modify the written terms hereof, and neither party shall claim any amendment, modification or release from any provision hereof unless such change occurs in a writing signed by the other party and specifically identifying it as an amendment to this contract. No modification or addition to this contract shall occur by the acknowledgment or acceptance by Seller of a purchase order, acknowledgment, release or other form submitted by Buyer containing additional or different terms or conditions, and Seller hereby gives Buyer notice of the rejection of such additional terms and conditions.
- 13. Waiver.** The failure of either party to insist, in any one or more instances upon the performance of any of the terms, covenants or conditions of this contract or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions or the future exercise of such right, but the obligation of buyer with respect to such future performance shall continue in full force and effect.
- 14. Severability.** The provisions of this contract are severable. If any provision of this contract is held to be unenforceable, then such provision shall be stricken from this contract and the remainder of this contract shall remain in full force and effect.
- 15. Governing law.** This contract shall be governed, interpreted and construed by, and in accordance with, the laws of the State of Oregon, without regard to principles of conflict of laws. Buyer agrees to submit to the jurisdiction of any court wherein an action is commenced against Seller based on a claim for which Buyer has agreed to indemnify Seller under this agreement. Any litigation commenced by Buyer arising out of goods sold by Seller shall be commenced, litigated, and adjudicated exclusively in the state and/or federal court located in Multnomah County, Oregon and each party consents to such jurisdiction.