

ORR SAFETY CORPORATION  
TERMS & CONDITIONS

The sale of all products and services from ORR Safety Corporation ("Seller") shall be subject to the Terms and Conditions of this document, and such Terms and Conditions shall apply regardless of additions or changes by Customer, or any additional or conflicting terms or conditions on any purchase order or other form of Customer and Seller rejects any such changes, additional terms or conditions. None of the terms herein may be modified, waived or superseded except with the written consent of Seller's authorized representative. Neither Seller's acknowledgment of a purchase order nor Seller's failure to object to conflicting or additional terms and conditions shall be deemed an acceptance of such terms and conditions or a waiver of the provisions hereof.

(a) Payment for all amounts due hereunder shall be due net thirty (30) days from date of invoice unless otherwise expressly agreed to by Seller and Customer in a writing signed by Seller and Customer (the "Payment Date"). All costs of collecting any moneys due from Customer under the terms and provisions hereof, including but not limited to, legal expenses, attorneys' fees and collector's expenses, shall be paid by Customer to Seller.

(b) Returns: All returns from Customer must be authorized by an authorized representative of Seller, be tagged with a RA # as provided by Seller's representative and returned per Seller's instructions. Any claims for misships, non-conforming delivery, shortages, etc., must be made to Seller within five (5) business days after receipt of goods and Customer expressly acknowledges and agrees that such period is a commercially reasonable period in which to discover and make such claim. In the event of a return, other than due to the fault of Seller, there will be a restock fee as determined by Seller, unless otherwise agreed to in writing by an authorized representative of Seller.

(c) Customer agrees to accept partial or pro rata deliveries in commercial units as full performance under Customer's purchase order in the event that Seller is unable to fill Customer's entire order.

(d) All goods shall be shipped FOB SHIP POINT.

(e) Any warranty issued by the manufacturer of products shall be solely that of the manufacturer and not of Seller. Seller hereby assigns to Customer, as of the date that title passes to Customer for such product, all of the manufacturer's or vendor's warranties, express or implied, if any and if assignable, with respect to the product, and Seller hereby authorizes Customer to make or settle any claims under such warranties directly with any such manufacturer or vendor.

SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) NOT SPECIFIED HEREIN WITH RESPECT TO PRODUCTS FURNISHED OR SERVICES PERFORMED HEREUNDER. NO WARRANTY OR REPRESENTATION CONTAINED IN ANY ADVERTISEMENT, PROMOTIONAL MATERIAL OR

PRODUCT DESCRIPTION SHALL BE BINDING ON SELLER. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT OR REPERFORMANCE OF THE SERVICE OR RETURN OF THE PURCHASE PRICE, AT THE OPTION OF SELLER. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES TO PROPERTY, FOR LOSS OF PROFITS OR INCOME, LOSS OF USE OR LOSS OF TIME, WHETHER IN CONTRACT, TORT, OR OTHERWISE RESULTING FROM ITS PERFORMANCE, NON-PERFORMANCE OR DELAY IN PERFORMANCE OF ITS OBLIGATIONS HEREUNDER WHETHER OR NOT SELLER HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

In the event that a court of competent jurisdiction should hold that the limitations of warranties, liabilities and remedies contained herein, or in any portions thereof, are unenforceable for any reason the remaining limitations and other provisions of these Terms and Conditions shall be enforceable to the fullest extent allowed by law and, Customer expressly agrees that under no circumstances shall the total liability of Seller to Customer exceed the value of the specific product or service at issue.

(f) The validity and interpretation hereof, and the performance of Seller's and Customer's obligations, shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky without regard to Kentucky's choice of law rules. The state and federal courts in Jefferson County, Kentucky, shall have exclusive jurisdiction to hear and resolve all disputes between the parties hereto relating to this Agreement, and each party hereto submits to such jurisdiction

(g) Customer shall pay the amount of any taxes, duties and similar charges levied by any government authority in connection hereof with. Such charges are not included in the price of the product and will be added to payments due to Seller. Customer agrees it will be responsible for all additional taxes, penalties from a taxing authority, and legal expenses incurred by Seller due to incorrect taxing information furnished by Customer.

(h) If Seller's performance of its obligations to Customer shall be delayed or prevented because of any event which is not within the reasonable control of Seller, Seller may, at its option, suspend performance during the period such cause continues, and no liability shall attach against Seller on account thereof.

(i) Customer acknowledges that Seller has neither created nor contributed to the creation or existence of any hazardous or otherwise dangerous substances or conditions at the site, and Seller's compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposure to, contamination by, or the presence of such substances or conditions.