

ORR SAFETY CORPORATION
TERMS & CONDITIONS

All purchases of products and services by Customer from ORR Safety Corporation ("Seller") shall be subject to these Terms and Conditions. These Terms and Conditions shall govern all purchases by or on behalf of Customer, without regard to any additions, deletions or other changes made by Customer or any additional or conflicting terms or conditions on any purchase order or other writing delivered by Customer, and Seller hereby rejects any such additions, deletions or other changes. None of these Terms and Conditions may be modified, waived or superseded except upon the written consent of Seller's authorized representative. Neither Seller's acknowledgment of a purchase order or other writing delivered by Customer nor Seller's failure to object to any additional or conflicting terms or conditions shall be deemed an acceptance of such terms and conditions by Seller or a waiver by Seller of any of these Terms and Conditions.

(a) All payments shall be due thirty (30) days following the date of invoice unless otherwise expressly agreed to by Seller in a writing signed by Seller and Customer. All costs of collecting any monies due from Customer, including but not limited to, legal expenses, attorneys' fees and collection expenses, shall be paid by Customer to Seller.

(b) Returns: All returns from Customer must be authorized in writing by an authorized representative of Seller, tagged with a return authorization number provided by Seller's representative and returned in accordance with Seller's instructions. Any claims for misships, non-conforming delivery, shortages, etc. must be delivered to Seller in writing within five (5) business days following Customer's receipt of the products 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 products shall be shipped FOB SHIP POINT.

(e) Any warranties made by the manufacturer of products shall be solely those 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 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.

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 REFUND 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, OR 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 a court of competent jurisdiction determines 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 purchase price of the specific products or services at issue.

(f) The validity and interpretation hereof, and the performance of Seller's and Customer's obligations, shall be governed by 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 hereby irrevocably consents and submits to such jurisdiction.

(g) Customer shall be responsible for the payment of all taxes, duties and similar charges levied by any government authority in connection with any purchases of products or services by Customer from Seller. Such taxes, duties and similar charges are not included in the listed prices of the products and will be added to the amounts owed to Seller. Customer agrees that Customer shall be responsible for any additional taxes, penalties or interest levied by any government authority and any legal expenses, attorneys' fees and collection expenses incurred by Seller as a result of incorrect or incomplete 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 any site of Customer, 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.