

Standard Terms And Conditions Of Sale



Buyer agrees to purchase and Edgeband USA. ("Edgeband USA ") agrees to sell products ("Products") under the terms of this document. Any terms or conditions asserted by Buyer as applicable to a transaction with Edgeband USA, in a purchase order, on a web site, or otherwise, are inapplicable.

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1. Delivery and Payment

For all shipments, unless otherwise quoted, prices shall be those in effect at time of shipment and delivery will be EX or FOB Edgeband USA's point of shipment, with risk of loss passing to Buyer at that point. Payment will be due 30 days from the date of invoice. Buyer will pay interest on late payments at the lesser of 15% per annum or the maximum rate allowed by law. Edgeband USA will use commercially reasonable efforts to deliver Products pursuant to a mutually agreeable schedule; however, delivery dates are approximate and Edgeband USA is not liable for delivery delays for any reason. In the event of any Product shortages Edgeband USA reserves the right to adopt an equitable plan of allocation and to adjust delivery schedules accordingly. Buyer agrees to pay all applicable taxes.

(a) Title. Prior to payment ownership of Products shall remain the property of Edgeband USA until the Buyer has made full and unconditional payment receipt in cleared funds to Edgeband USA of the total amount owed by Buyer.

- (i) Packaging and labels. The Buyer agrees to maintain Edgeband USA Products in their original packaging and labels while the Products remain in Buyers possession.
- (ii) If Buyer makes new objects wholly or partially from Products supplied by Edgeband USA, property of such new objects will vest in Edgeband USA.
- (iii) The Buyer may sell the Products under a normal business transaction (whether or not they are comprised in new objects) to a third party but Buyer shall thereupon hold full proceeds of such sale and all rights in connection therewith UPON TRUST to Edgeband USA.
- (iv) Edgeband USA may, by written notice, terminate the Buyer's right of sale under the foregoing paragraph (ii) if any payment in respect of the Products is left unpaid and amounts due or if Buyer is unable to pay all or any part of its total debts to Edgeband USA which remain outstanding based on the terms granted to the Buyer.
- (v) Edgeband USA shall have the right during normal business hours upon reasonable notice to enter upon the premises of the Buyer for the purpose of inspecting the Products and of exercising all its rights hereunder due to debts left unpayable in excess of terms granted.

(b) Risk of loss. Risk of loss occurs at Edgeband USA's point of shipment, any claims for Product received damaged must be provided Edgeband USA within 30 calendar days of shipment date.

(c) Taxes. Customers must provide Edgeband USA with a valid up-to-date resale or tax exception certificate. Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Edgeband USA for any such tax or provide Edgeband USA with acceptable tax exemption certificate.

2. Warranty

(a) General. Edgeband USA warrants that Products sold under this document except for (f) will, at the time of shipment, be free from defects in material and workmanship and will conform to Edgeband USA's approved specifications and only warrants the material purchased. If Products are not as warranted, Edgeband USA will, at its option, and as Buyer's sole and exclusive remedy, either refund the purchase price or replace with the same or equivalent Products that meet this warranty. Buyer must obtain a Return Material Authorization ("RMA") number and return nonconforming Products to Edgeband USA's designated facility. All RMA's should be shipped via the method designated on the RMA. This warranty does not apply to Products that have been improperly tested, or assembled, or mishandled or misused, whether by Buyer or a third party. This warranty will not be expanded, and no obligation or liability will arise, due to technical advice or assistance, referrals, qualification/testing data, facilities or any Edgeband USA -provided services in connection with Buyer's purchase.

(b) Limitations. THIS WARRANTY EXTENDS TO BUYER ONLY AND MAY BE INVOKED ONLY BY BUYER FOR ITS CUSTOMERS. EDGEBAND USA WILL NOT ACCEPT WARRANTY RETURNS FROM BUYER'S CUSTOMERS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS, AND ANY WARRANTIES SPECIFIED IN THE UNIFORM COMMERCIAL CODE. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE FULL EXTENT ALLOWED BY LAW.

(c) Time Period. Except as provided in subsections (d) and (e) below, Products are warranted for a period of 6 months from date of shipment.

(d) Provided "AS IS". Development products, including without limitation prototypes and pre-production samples (whether or not paid for by Buyer), are provided "AS IS" and are not covered by any of the above warranties unless otherwise agreed in writing.

(e) Quality. Buyer accepts sole responsibility for the choice of the Products in terms of quality and color and for their suitability for the particular purpose for which the Buyer purchases the Products for. The Buyer accepts that Edgeband USA Products are a natural product and that variance in color, grain, appearance, and quality of cut are all subject to natural variations. Buyer will indemnify and hold Edgeband USA harmless from any claims, liabilities, damages, penalties, forfeitures, and associated costs and expenses (including attorneys' fees) due to any Products that contain natural variations.

(f) Fading. No warranty, implied nor expressed is given for color fastness (fading or changing color) on natural or dyed wood veneer and wood veneer Products.

3. Confidential Information

(a) Confidential Information; Exceptions. All materials, information and Products disclosed by Edgeband USA or Buyer, and their Affiliates, and (i) identified as containing confidential or proprietary information when disclosed or (ii) that a reasonable person would recognize as confidential or proprietary considering the nature of the information and the circumstances of disclosure ("Confidential Information"), must be held in confidence (a) perpetually with respect to any Licensed Software in source code form (human readable) or (b) for a period of 5 years from the date of receipt of the Confidential Information with respect to all other Confidential Information. Confidential Information does not include information that recipient can demonstrate (i) is, or becomes, publicly known through no wrongful act on the recipient's part; (ii) is explicitly approved for release by written authorization of the discloser; (iii) is lawfully obtained from a third party without a duty of confidentiality, provided the disclosure of such information does not, to the recipient's knowledge, violate any contractual or legal obligation such third party has to the discloser; (iv) is known to the recipient prior to such disclosure without an obligation of confidentiality; or (v) is independently developed by the recipient without the use of any of the discloser's Confidential Information. "Affiliate" means, in relation to any party, any corporation or entity directly or indirectly controlling, controlled by, or under common control with that party. For the purposes of this definition, "control" means the ownership of greater than 50% of the voting securities of that party.

(b) Standard of Care. The recipient will (i) not disclose Confidential Information to any third party other than as expressly permitted under this document; (ii) restrict disclosure of Confidential Information to only those employees, agents or consultants of recipient, and employees, agents or consultants of its Affiliates, who need to know the Confidential Information for the purpose of this document and who are bound by confidentiality terms substantially similar to those in this document; (iii) be liable to the discloser for any unauthorized use of Confidential Information by any such employees, agents or consultants in violation of such terms; (iv) not reverse engineer, de-compile or disassemble any Confidential Information; (v) use the same degree of care as its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (vi) promptly notify the discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this document; and (vii) ONLY USE THE CONFIDENTIAL INFORMATION IN CONNECTION WITH THE PURPOSE OF THE TRANSACTIONS CONTEMPLATED HEREIN.

(c) Other. If the terms of this section conflict with any confidentiality or nondisclosure terms agreed to by the parties in a separate written agreement governing this transaction, the terms of such separate agreement will control.

4. Order Cancellation; Rescheduled Shipment

(a) Buyer may cancel orders for Products from Edgeband USA's standard products offerings ("Standard Product") only if Edgeband USA receives a written cancellation notice prior to the current Edgeband USA planned shipment date or before the product has been shipped from our facilities. Any Product already shipped cannot be canceled.

(b) Buyer may cancel orders for non-standard, custom, semi-custom, special product, or product unique to a customer, as such categories are defined by Edgeband USA (collectively "Special or Custom Product"), only if Edgeband USA receives a written cancellation notice within 3 days or less after receipt of buyers original purchase order, except that Buyer must reimburse Edgeband USA for all non-recoverable costs incurred. Buyer will not be entitled to any work in process.

(c) Cancellation of orders for Standard Product or Special or Custom Product on less than the required notice period will be at Edgeband USA sole discretion.

(e) Edgeband USA may cancel all or any part of an order, without liability to Buyer, if Edgeband USA determines that Buyer's financial condition does not justify the payment terms extended by Edgeband USA, or if Buyer defaults on any of these terms and conditions. Termination in accordance with this clause shall not affect Edgeband USA right to pursue any other available remedies.

5. Special or Custom Product

Shipment of Special Product within 10% of the quantity ordered constitutes full shipment.

6. Government Contract Compliance

(a) If Buyer sells Products directly to any government or public entity, including U.S., state, local, foreign or international governments or public entities, or indirectly via a prime contractor or subcontractor of such governments or entities, Edgeband USA makes no representations, certifications, or warranties whatsoever about compliance with government or public entity acquisition statutes or regulations, including, without limitation, statutes or regulations that may relate to pricing, quality, origin or content.

(b) Buyer further agrees that any agreement pursuant to which Buyer shares Products will include a provision that reiterates the limitations of this document and requires all sub-agreements to similarly contain such limitations.

7. Government Export Compliance

(a) Products shared or sold pursuant to this document are subject to the export control laws of the United States and other countries that may lawfully control the export of such items. Moreover, the furnishing of support services with respect to

items that are controlled as defense or military items may also be subject to such laws. Accordingly, Buyer agrees it will not transfer such items or furnish such services except in compliance with the export laws of the United States and any other country that may lawfully control the export of such items or the provision of such services. The Buyer will indemnify and hold Edgeband USA harmless from any claims, liabilities, damages, penalties, forfeitures, and associated costs and expenses (including attorneys' fees) that Edgeband USA may incur due to Buyer's non-compliance with applicable export laws, rules, and regulations. Finally, Buyer will immediately notify Edgeband USA of any violation of any export law, rule, or regulation, which may affect Edgeband USA or relate to the activities covered under this document.

(b) If an export/import license, permit, or other government required authority (collectively referred to as "government authorization") is required in order for Edgeband USA to transfer Product or any other Edgeband USA property under this document and such government authorization to non- Edgeband USA party(ies) is not approved, then Edgeband USA is not obligated to proceed with such transfer until the required government authorization is granted.

8. Other Licenses or Rights to Use

The sale of Products does not convey any license, other than those expressly granted herein, by implication, estoppel, or otherwise. Buyer, without the express prior written consent of Edgeband USA, has no right to use Edgeband USA's trademarks, trade names, corporate slogans, corporate logos, or corporate designations in the sale, lease, or advertising of any products, or any product container, component part, business forms, sales, advertising, or promotional materials, or other business supplies or materials, whether in writing, orally or otherwise.

9. Limitation of Liability

(a) No action may be brought for any breach under this document more than one year after the accrual of such cause of action.

(b) EXCEPT FOR PERSONAL INJURY AND PROPERTY DAMAGE, AND EXCEPT FOR THE LIMITED LIABILITIES OTHERWISE PROVIDED IN SECTIONS 2 AND 3, EDGEBAND USA TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE, IS LIMITED TO THE PRICE OF THE PARTICULAR PRODUCTS SOLD HEREUNDER BY EDGEBAND USA TO BUYER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL EDGEBAND USA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, COLLATERAL, PUNITIVE, OR EXEMPLARY DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW (COLLECTIVELY, "EXCLUDED DAMAGES"). EXCLUDED DAMAGES INCLUDE, WITHOUT LIMITATION, COST OF REWORK, REMOVAL, RETESTING, OR REINSTALLATION, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION, OR LOSS OR DAMAGE ASSOCIATED WITH OTHER PRODUCTS OR COMPONENTS THAT BUYER COMBINES WITH THE EDGEBAND USA PRODUCTS.

10. Compliance With Laws

In the actions necessary to complete this transaction, Buyer will (a) use only legitimate and ethical business practices, (b) comply fully with all applicable laws, including but not limited to the U.S. Foreign Corrupt Practices Act and other anti-corruption laws, and (c) never pay, offer, promise, or authorize the payment, directly or indirectly, of any bribe or corrupt payment (in the form of money or anything of value) to anyone for the purpose of inducing or rewarding any favorable action or obtaining any improper advantage.

11. General

(a) Entire Agreement; Amendment. This document constitutes the entire and final agreement and supersedes all other communications. No modifications will be binding unless made in a written amendment signed by authorized representatives of both parties.

(b) Severability. If any provision is held invalid, all other provisions will remain valid.

(c) No Assignment. Neither party may assign its rights and obligations without the prior written consent of the other.

(d) Excusable Delay. Edgeband USA will not be liable for any delay or failure to perform due to force majeure or any other cause beyond its control.

(e) Dispute Resolution. Edgeband USA and Buyer will attempt to settle all claims (other than claims relating to intellectual property issues or breaches of confidentiality) through good faith negotiation or non-binding mediation prior to commencement of court proceedings. Any dispute that is not resolved within 3 months of the date of the initial demand may then be submitted to a court of competent jurisdiction, without any obligation to submit to binding arbitration.

(f) Governing Law and Venue. This document will be enforced and construed in accordance with the laws of the State of Indiana. Any litigation will be subject to the exclusive jurisdiction of the state or federal courts in Jeffersonville, Indiana, USA. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this document.

Questions regarding this policy should be directed to the sales@edgebandusa.com. You may also contact us by U.S. mail at:

Edgeband USA
Attn: Terms and conditions Dept.
278C America Place
Jeffersonville, IN 47130
U.S.A.

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