



## **TERMS AND CONDITIONS FOR ACCEPTANCE OF PURCHASE ORDERS**

**Definitions:** when the 'Seller' is referenced hereinafter, the terms refer to Nordic Aluminium, Inc. When the Buyer is referenced hereinafter, the terms refer to the customer buying goods offered for sale by Seller. 'Product(s)' refers to the specific product(s) identified on Buyer's Purchase Order, in the amounts and in the packaging specified on the Purchase Order.

**Prevailing Terms and Conditions:** In cases where Buyer's terms conflict with the Seller's terms, Seller's terms prevail. Any terms and conditions contained in quotations or similar forms of Buyer (or proposed in any acknowledgements or acceptance by Buyer) which are in addition to, or different from, these Terms and Conditions are hereby rejected and shall not become part of the agreement between the parties without Seller's specific written consent.

**Shipment and Delivery:** Seller's lead time could be up to 3 months for items that are not in stock and must be ordered from overseas supplier. The Buyer can request from the Seller to air in needed Products at the Buyer's air freight expense. Lead time and cost information will be provided to the Buyer by the Seller and, must be agreed upon by the Buyer before the Seller accepts and processes Buyer's rush, air Purchase Order.

Seller encourages all buyers to send a forecast of all purchases 3 months before of Required Ship Date in order to ensure items are ordered and therefore, available in stock to ship by the Required Ship Date. The Seller is not responsible for business interruption of the Buyer in case the Buyer does not present forecasted sales to the Seller. However, the Seller will try and best serve the Buyer if items ordered, not forecasted, are in stock and available to ship.

In the event the Purchase Order is improperly prepared, Seller will notify Buyer within 24 business hours of corrections or modifications required for Purchase Order acceptance.

Buyer understands and agrees that the date written on the Purchase Order is not considered in calculating on-time delivery. In the event the Buyer has a specific on-dock date or specific delivery schedule, Seller will make all reasonable efforts to ship Product(s) so as to ensure delivery in accordance with Buyer's wishes. Seller will make reasonable efforts to ship the specified quantities without shortages or excess. In the event the Seller's inability, for any reason, to supply the total demand for Product(s) in the Buyer's Purchase Order, seller may allocate its available supply among any or all purchases without liability for any failures of performance which may result therefrom.

Seller will promptly notify Buyer in writing (email) of any anticipated or actual delay, the reason therefor, and the actions being taken by Seller to overcome or minimize the delay. Buyer understands and agrees that in some instances, Seller has no control over a delay and cannot mitigate the delay in any matter.

In the event Buyer increases the volume of an existing Purchase Order, with respect to the increased volume of Product(s), the 12-week lead time guaranteed starts the first business day after the receipt of the notice of increased volume. The ship date guaranteed with regard to the volume as stated on the original Purchase Order does not change however, the seller will make reasonable effort to ship the entire order together.

**Excusable Delay:** Seller shall be excused for delay or failure to perform any Term or Condition hereunder if such delay or failure results from acts or omissions that are beyond the reasonable control and without the fault or negligence of Seller, including without limitation, fires, floods, severe weather conditions, or any other acts of God, quarantines, labor strikes or lockouts, riots, power failures, damage or destructions of any network facilities or server, Product(s) shortages or delays in deliveries to Seller by third parties. Seller shall promptly notify Buyer of any such delay or failure and the cause thereof.

**Packing:** Seller shall prepare and pack the Product(s) to prevent damage and deterioration. Charges for preparation, packing, etc. are included in the prices, unless separately specified in the Purchase Order.

Packing Lists will accompany all shipments and will contain all information required by law. If Buyer has specific Packing List requirements, Seller will make reasonable efforts to comply with Buyer's requirements. If Buyer's Packing List requirements are too extensive to be placed on Seller's normal Packing List, a Packing List Addendum will be created for Buyer's convenience.

**Return/Rejection of Product(s):** Buyer may reject, refuse acceptance, or revoke acceptance of any or all of the Product(s) which are not in conformance with all of the requirements of Buyer's Purchase order and, Buyer shall notify Seller of such rejection within 48 business hours (or 2 business days) of the date of receipt by Buyer. No claims of any kind, whether as to products delivered or for non-delivery of products, shall be greater in

amount than the purchase price of the products in respect of which such damages are claimed. Failure to give notice of claim with 48 business hours (or 2 business days) from date of delivery shall constitute a waiver by Buyer of all claims in respect to such products. No charges or expenses incident to any claims will be allowed unless approved in writing by an authorized representative of Seller.

At Buyer's option, rejected Product(s) may be returned to Seller after Buyer obtains a RMA (Return Materials Authorization). In order for either replacement or refund as outlined below, the Buyer must return rejected Product(s) to Seller.

If Buyer opts to return rejected Product(s) to Seller as noted *supra*, then at Buyer's option, Buyer may elect to have defective Product(s) replaced. Buyer understands and accepts that Seller purchases most of the Product(s) from an overseas manufacturer therefore, some Product(s) may not be available in stock. Buyer understands and accepts that some Product(s) are exclusively imported or custom made for only a few customers. If this is the case, Buyer understands and accepts that it may take time to obtain the replacement Product(s). In this case, unavoidable delays in shipping may occur. If Buyer elects to have defective Product(s) replaced, Buyer will allow a reasonable time for Seller to replace the defective Product(s). Seller will keep the Buyer informed of the progress of replacement on a reasonable periodic basis.

Seller will not be responsible for special, consequential, or punitive damages including but not limited to loss of value incurred.

Seller will not accept returns of Product(s) shipped on any basis or without prior written approval by the Seller. At its option, Seller may elect to charge a re-stocking fee of up to 25% of the purchase price for Product(s) which conform to Buyer's Purchase Order but which are rejected or refused by Buyer.

**Price:** Prices stated herein are F.O.B. Atlanta, Georgia (all freight and transportation charges shall be paid by Buyer) unless otherwise specifically agreed to in writing by the parties. Prices are subject to increase without notice.

It is the Seller's practice to invoice Product(s) at the price in effect at the time the shipment is made. It is also the Seller's practice to notify customers at least 30 days before a price increase when such notification is feasible. Buyer understands and agrees that under certain conditions, including but not limited to increases in price from Seller's suppliers, it is not possible for Seller to give advance warning of product price increases.

If a Purchase Order is received for Product(s) on which a price increase is scheduled to take effect after the date of the Purchase Order but before the expected ship date, Seller will notify Buyer of the price increase. Buyer may choose to cancel the Purchase Order or Seller may choose to extend current pricing for the specific Purchase Order. If a Purchase Order is accepted by the Seller at the current price, Seller will honor the lower price for the specific Purchase Order and increase the price with the next Purchase Order for Product(s).

Products added to the Purchase Order with a later date are subject to price increase. Increases in volumes of Product(s) listed on the Purchase Order as of the date of the original Purchase Order are subject to price increase only on the additional volume; the original volume will be priced at the price on the Purchase Order when accepted by Seller.

Buyer shall reimburse Seller for all taxes, excises or other charges which Seller may be required to pay to any government for the sale, production or transportation of Product(s) sold to Buyer.

Prices are exclusive of sales, use, excise or similar taxes unless otherwise noted. The Seller may charge Sales and Use Tax if the Buyer does not provide a viable Sales Tax Exempt Certificate.

Neither signing a receipt for Product(s), nor payment to Seller, shall constitute either an acceptance by Buyer or waiver of any Seller's warranties.

**Payment terms:** Invoices will be paid according to the payment terms agreed upon between the Seller and Buyer. A service charge of 1.5% will be charged per month on all delinquent accounts. The Seller reserve the right not to ship Product(s) to any customer not paying in accordance with the payment terms or who, it is determined by the Seller may not be able to meet its payment obligations to the Seller. In this case however, the Seller will honor shipments of Product(s) if the Buyer agrees to prepay the price of Product(s) and shipping costs.

Seller may choose to place delinquent accounts on credit hold pending payment. At its option, Seller may choose to revoke the credit privilege for delinquent accounts and require Cash in Advance with the Purchase Order. Purchase Orders received on delinquent accounts will not be processed until such delinquency has been resolved. This may result in a delayed ship date or delivery date beyond that requested by the delinquent account. In no case will Seller be liable for any such delay due to payment delinquency on the part of the delinquent account.

**Order Cancellation/Changes Terms:** The Seller will accept order cancellations only if the cancellations are sent in writing and, prior to shipment of the orders affected. The Seller reserves the right to charge the Buyer a 25% of the value of the order if the order is cancelled after it has been processed for shipment.

The Buyer may, at any time, in writing change Purchase Order, suspend or cancel the Purchase Order in whole or in part, or make changes in quantities, specifications, method of shipment or packing, time or place of delivery of the Product(s) provided however, the Buyer shall remain liable to pay for any Product(s) sold by Seller pursuant to a Purchase Order before Seller receives any change to or, cancellation of that Purchase Order.

The Buyer may accelerate or decelerate the schedule or increase or decrease the quantity if the Buyer notifies the Seller in timely manner and, before the original Purchase Order leaves Seller's shipping dock. The Seller will make the best efforts to accommodate the Buyer's request however, the Buyer

understands and agrees that in some situations the Seller may not have control of the situation and the request to change a Purchase Order may not be honored.

**Minimum Order Fee:** The Seller will charge a \$50 Minimum Order Fee for all individual Purchase Orders below \$300. The Buyer may and, it is encouraged to issue individual Purchase Orders of a \$300 minimum in order to avoid the \$50 Minimum Order Fee. Individual orders are processed and shipped separately therefore, (a) two or more Purchase Orders processed and shipped separately may not be combined and, the Seller will not waive the Minimum Order Fee at the Buyer's insistence to combine separate orders which may add up to \$300 or more; (b) if the Buyer issues individual Purchase Orders above \$300 but, breaks it down by various Ship Dates and, the \$300 Minimum Order Fee is not met for one or more shipments, the minimum order fee will be added for each shipments below \$300. The Seller reserves the right to refuse acceptance of Purchase Orders below \$300 if: (a) the Seller refuses to pay the Minimum Order Fee; (b) the number of below \$300 Purchase Orders becomes overwhelming in a short period of time. In this case, the Seller may request from the Buyer to consolidate its small orders into one larger order.

**Warranty:** there are no specific warranties offered by the Seller however, each damaged, not working or, missing occurrence will be carefully treated separately. The Seller may replace the missing, damaged or not working Product if it is determined by the Seller it is the Seller's defect.

Notwithstanding the foregoing, Seller makes no warranties with respect to: (a) any Product(s) which has been repaired or altered outside Seller's facility; (b) any Product(s) which has, in Seller's judgement, been subject to neglect, abuse, misuse, accident (including shipping damage) or improper storage; (c) any Product(s) which has not, in Seller's judgement, been installed, used or maintained in accordance with any applicable recommendations and specifications of Seller's (or, in absence of applicable recommendations and specifications, in accordance with normal practice); (d) any product the failure of which is due to any cause other than a defect in the material or workmanship of the product itself, or (e) any product not sold by Seller which has been installed and used in conjunction with Seller's Product(s).

**Indemnity:** Seller assumes liability for and shall indemnify, protect, save and keep harmless and defend Buyer and its affiliates, officers, directors, shareholders, managers, agents, employees, suppliers, subcontractors, servants, successors and assigns (each a 'Buyer Indemnitee') or property from any and all liabilities, obligations, losses, damages, penalties, claims, injuries, actions suits, arbitrations, costs and expenses, including without limitation, negligence and reasonable attorney's fees and other legal expenses to the extend caused by any misrepresentation, breach, nonperformance, or nonfulfillment of any warranty or other undertaking on the part of Seller hereunder. Buyer assumes liability for and shall indemnify, protect, save and keep harmless and defend Seller and its affiliates, officers, directors, shareholders, managers, agents, employees, suppliers, subcontractors, servants, successors and assigns (each a 'Seller Indemnitee') or property from any and all liabilities, obligations, losses, damages, penalties, claims, injuries, actions suits, arbitrations, costs and expenses, including without limitation, negligence and reasonable attorney's fees and other legal expenses to the extend caused by any misrepresentation, breach, nonperformance, or nonfulfillment of any warranty or other undertaking on the part of Buyer hereunder.

**Entire Agreement:** This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promise, provisions, terms, warranties, conditions or obligations whatsoever, whether expressed or implied, other than herein set forth, shall be binding upon either party. Any subsequent additions, deletions or modifications to this agreement shall not be binding upon the parties unless the same are mutually agreed upon and incorporated herein in writing signed by both parties.

**Remedies:** The remedies herein provided shall be cumulative and in addition to any other remedies allowed by law or in equity. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of this Agreement at a future time or of any other rights. Failure by a party to assert all or any of its rights upon any breach of this Agreement shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment or service. No waiver of any right shall extend to or affect any other right a party may possess, nor shall such waiver extend to any subsequent similar or dissimilar breach.

**Limitations of Liability:** Neither party's liability to the other hereunder shall, under any circumstances, be greater than the total of the Purchase Order indicated herein.

The Seller reserves the right to amend, change, add or remove one or more Conditions of this Agreement if it considers necessary in the future and, shall inform the Buyer 48 hours before any changes take effect.