

**TERMS AND CONDITIONS OF SALE**  
**[www.admiralboxco.com](http://www.admiralboxco.com)**

1. *Parties.* “Seller” means Admiral Box, LLC, a **Michigan limited liability company** d/b/a **Admiral Box Company**. “Buyer” means the entity or person submitting the purchase order to Seller.

2. *Application.* These Terms and Conditions of Sale define the relationship of Buyer and Seller and apply to all agreements for sales of products, Product, parts, supplies, materials, or other personal property (individually and collectively, “Product”) by Seller to Buyer. Buyer acknowledges and agrees that these Terms and Conditions of Sale are incorporated in, and are a part of, each quotation, purchase order, invoice, release, requisition, work order, shipping instruction, specification, and any other document, whether expressed verbally, in written form or electronic commerce, relating to the sale of Product by Seller to Buyer (these documents with these Terms and Conditions for Sale incorporated therein are collectively referred to as the “Agreement”).

3. *Quotation Expiration.* Written quotations are valid for a period of 30 days unless otherwise noted by Seller. Seller will have the right to withdraw any quote that has not been accepted by Buyer with appropriate notice to Seller within the 30-day time period.

4. *Pricing.* Prices for Product and other related information shown in any Seller or manufacturer product publication, including but not limited to catalogs, brochures, and websites, are subject to change without notice. Prices do not include related freight charges, use tax, sales tax, excise tax, value-added tax, or similar taxes, or charges of any nature whatsoever imposed by any governmental authority unless otherwise expressly noted by Seller.

5. *Taxes.* Prices quoted do not include (and Buyer shall pay as applicable) all taxes and fees of any kind that may be levied or imposed on either party by federal, state, municipal, or other governmental authorities in connection with the sale or delivery of the Product by Seller with the exception of Seller’s income tax obligations arising out of the sale of the Product.

6. *Terms of Payment.* Unless otherwise specifically agreed in writing by Seller, the total price is due and payable to Seller, without setoff or other deductions or charges, net 30 days of Seller’s invoice.

Any amounts due by Buyer to Seller that are unpaid on or after 30 days of Seller’s invoice will bear interest at the rate of **1.5%** per month or the maximum rate permitted by law, whichever is less. The accrual or payment of any interest as provided above will not constitute a waiver by Seller of any rights and remedies in connection with a breach or default by Buyer. Buyer will pay all court costs, attorney

fees, and other costs incurred by Seller in collecting past-due amounts, including interest. The Buyer acknowledges and expressly agrees that the costs incurred by Seller in collection of amounts due are ordinary damages and not special damages.

If shipment or delivery of Product is delayed by or at the request of Buyer, payment will remain due in full 30 days from the date of Seller's invoice. In such event, Seller may impose, and Buyer shall pay, storage charges and other reasonable incidental expenses incurred or imposed by Seller as a result of the delay in addition to any interest on late payments as described above.

7. *Security Interest.* As security for payment of all amounts due to Seller, Buyer grants to Seller a security interest in all Product sold by Seller to Buyer, and Seller will have all rights of a secured party under the Uniform Commercial Code with respect to the Product. Buyer appoints Seller as its attorney-in-fact with authority, at Seller's option, to take actions as Seller deems reasonable in the circumstance to perfect the above security interest in any one or more jurisdictions, and Buyer shall pay all applicable filing fees incurred by Seller.

8. *Limited Warranty—Disclaimer of Warranties.* EXCEPT FOR MEETING THE SHAPE, SIZE AND MATERIAL COMPOSITION SPECIFIED BY BUYER, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO OR IN ANY WAY RELATING TO THE PRODUCT'S PERFORMANCE OR SUITABILITY FOR BUYER'S PURPOSE. EXCEPT AS STATED IN THIS SECTION 8, SELLER EXPRESSLY DISCLAIMS ANY ALL WARRANTIES WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

If Product is resold by Buyer, Buyer will include in its agreement for resale provisions that limit recoveries in accordance with These Terms and Conditions of Sale Agreement. In case of Buyer's failure to include in any agreement for resale the terms providing for such limitations, Buyer will indemnify and hold Seller harmless against any liability, loss, cost, damage, or expense (including reasonable attorney fees) arising out of or resulting from the failure.

IN NO EVENT WILL SELLER BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR EXPENSE OCCASIONED BY THE USE OF DEFECTIVE PRODUCT.

BUYER ASSUMES FULL RESPONSIBILITY AFTER ACCPTANCE THAT THE PRODUCT PURCHASED UNDER THE AGREEMENT MEETS THE SPECIFICATIONS AND/OR INTENDED USE OF BUYER, AND SELLER MAKES NO REPRESENTATION WITH RESPECT TO THEM.

9. *Delivery.* Any delivery dates or other schedule of performance by Seller are approximations, and the sole obligation of Seller with respect to the schedule of delivery or performance will be to use commercially reasonable efforts to deliver the Product, or otherwise to perform, consistent with the reasonable demands of its business. In any event, Seller will have no liability to Buyer or any other person for delays in performance due to strikes or labor disputes of any type; accidents, fire, floods, acts of God, or actions by governmental authorities; acts, omissions, or delays of Buyer or any other third party; shortages of labor; or without limitation of the above, for any causes reasonably beyond the control of Seller. Any out of state orders or deliveries are FOB Seller's place of business. Delivery charges are not included in the price of the Product.

10. *Title and Risk of Loss.* Title to and risk of loss or damage to the Product will pass in accordance with the following and the INCOTERMS 2010: (a) Delivered at Terminal (DAT) Buyer's facility if delivered by Seller to Buyer in the State of Michigan; (b) Free Carrier (FCA) when Seller arranges shipping on behalf of Buyer; or (c) Ex Works (EXW) at Seller's facility when delivery is to be out of state or otherwise arranged by Buyer from Seller's facility. Delivery charges shall be separately stated and in addition to any price quoted as necessary. Buyer to obtain its own insurance as needed post passage of title.

11. *Inspection and Acceptance.* Buyer will have four days from the date of delivery to inspect the Product for defects and nonconformance and to notify Seller, in writing, of any defects, nonconformance, or rejection of the Product (other than defects or nonconformities due to damage, shortage, or errors in shipping that will be reported as set forth below). Claims for shipping damage, errors, or shortages must be made in writing to Seller no more than **20** days after receipt of shipment. After this period, Buyer will be deemed to have irrevocably accepted the Product, if not previously accepted. After acceptance, Buyer will have no right to reject the Product for any reason or revoke acceptance. Claims for damage due to shipping must be made by Buyer to the freight carrier.

12. *Return of Product.* All returns will be pursuant to Seller's instructions. Buyer must contact Seller for a return product acknowledgement before returning any Product. Non-warranty returns of normal stock products (non-custom) that are unused and are in resalable condition will be subject to Seller's return policies in effect at the time, including applicable restocking and transportation charges and other conditions of return.

13. *Cancellation or Termination.* In the event of cancellation of the Agreement by Buyer, or in the event of default under the Agreement by Buyer that is not cured within 30 days after notice by Seller, Buyer will pay to Seller on demand all direct and indirect costs (including, without limitation, all applicable restocking or cancellation charges, including reimbursement for direct costs assessed by the manufacturer) incurred directly or indirectly by Seller in connection with the Agreement, all as reasonably determined by Seller, plus any profit to be negotiated

with Buyer. In no event, however, will any amount payable by Buyer under the Agreement exceed the total price payable by Buyer for the Product.

14. *Changes.* Seller reserves the right from time to time to correct any typographical or clerical errors, including errors in mathematical computation, that may exist in the Agreement. Seller also reserves the right to change these Terms and Conditions of Sale from time-to-time; however, such changes will only affect orders, sales, and agreements following the posting of such changes to Seller's website, [www.admiralboxco.com](http://www.admiralboxco.com)

15. *Technical Support.* Unless otherwise specifically provided on the quotation or invoice, the Agreement does not include any services of Seller in connection with installation, testing, or evaluation of the Product. Seller will, however, consistent with its capabilities and subject to scheduling acceptable to Seller, make available to Buyer, at Buyer's expense, technical support services relating to the Product at the rates then imposed by Seller, together with any out-of-pocket expenses to Seller in connection with the technical support. The sole remedy of Buyer in connection with any acts or omissions of Seller in the provision of technical support will be the provision of further technical support to Buyer reasonably required to correct the act or omission.

16. *Modifications and Waiver—Entire Agreement.* Neither party has rights, warranties, or conditions expressed or implied, statutory or otherwise, other than those contained in their Agreement. This Agreement contains the entire agreement between Seller and Buyer and can be modified or rescinded only by a writing signed by both parties. No waiver of any provision of the Agreement will be binding unless in writing signed by an authorized representative of the party against whom the waiver is asserted, and unless expressly made generally applicable, will apply only to the specific case for which the waiver is given. Failure of either party to insist on strict performance of the Agreement will not be construed as a waiver of any term or condition of the Agreement.

Any document submitted by Buyer to Seller confirming its intention to purchase Product described in the Agreement (purchase orders or releases) will be deemed to constitute a confirmation and acceptance of the Agreement, even if the document states terms in addition to or different from those in the Agreement. All agreements between Seller and Buyer will be solely governed by and under the Terms and Conditions of Sale in this Agreement, and Seller hereby objects to and rejects any and all additional and/or different terms contained in any document submitted to Seller by Buyer. Any execution by Seller of any other document submitted by Buyer in connection with the purchase of Product does not constitute acceptance of or agreement to any terms and conditions in addition to or different from those contained in the Agreement and these Terms and Conditions of Sale, but will constitute only acknowledgment of receipt of the document. In addition, notwithstanding any terms contained in any documents submitted by Buyer in connection with the purchase of Product described under the Agreement, the

acceptance of delivery by Buyer of Product described in the Agreement will constitute a course of conduct constituting Buyer's agreement to the terms and conditions of their Agreement and these Terms and Conditions of Sale, to the exclusion of any additional or different terms and conditions.

17. *Compliance with Laws.* Buyer will be responsible for compliance with any and all federal, state, or local laws or regulations respecting safety or respecting use of the Product and shall indemnify and hold Seller harmless from and against any and all claims of violations of laws or regulations or other claims of personal injury or property damage directly or indirectly related to the installation, maintenance, or operation of the Product.

18. *Export Control.* Product supplied by Seller may be subject to various export laws and regulations. It is the responsibility of the exporter to comply with all laws and regulations. Notwithstanding any other provision to the contrary, if federal, state, or local law requires export authorization for the export or re-export of any Product or associated technology, no delivery can be made until export authorization is obtained, regardless of any otherwise promised delivery date. If any required export authorization is denied, Seller and Seller's supplier will be relieved of any further obligation relative to the sale and delivery of the Product subject to denial without liability of any kind relative to Buyer or any other party. Seller will not comply with any boycott-related requests except to the extent required by federal law.

19. *Governing Law.* The Agreement will be governed by and construed in accordance with the laws of the State of Michigan.

20. *Authority.* Each signatory or agent represents that he or she has all requisite authority to execute the Agreement on behalf of its principal and that the Agreement between Seller and Buyer is fully enforceable against the principal in accordance with its terms.