

**TERMS AND CONDITIONS OF SALE**

1. **Terms.** All sales by **Laura Metaal Road Safety, Inc. ("Seller")** are subject to all of the terms and conditions contained herein (the "**Terms**") and, unless agreed in writing by Buyer and Seller (each, an "**Agreement**") upon no other terms and conditions. Seller's acceptance of Buyer's purchase order is expressly made conditional upon Buyer's assent to all of Seller's terms and Seller objects to any terms or conditions at variance with, different from or additional to the terms set forth herein, unless such terms are set forth in a writing signed by a corporate officer of Seller. Any amendment to or any waiver, modification or deletion of, any of Seller's terms shall be ineffective unless such amendment, waiver, modification or deletion is accepted in a writing signed by a corporate officer of Seller.
2. **Buyer's Acceptance Of Seller's Terms.** Buyer's acceptance of Seller's terms shall be conclusively presumed by: (a) Buyer's submission of a credit application to Seller; (b) Buyer's execution of any other document containing these terms and conditions of sale; or (c) Buyer's acceptance of delivery of any products ordered from Seller.
3. **Prices.** All prices shall be adjusted to conform to Seller's prices in effect as of the date of shipment. All prices proposed by Seller to Buyer are confidential information of Seller, and Buyer shall take all reasonable actions to keep such prices confidential. Disclosure of Seller's prices to any third party for any reason whatsoever (other than as required by law or directly in connection with purchase of materials hereunder) is expressly prohibited. All Prices are subject to adjustment for any unilateral price increases or surcharges imposed on Seller by its suppliers of raw materials or other suppliers and to any increases in, or impositions of any import or export duties, tariffs, taxes or similar charges.
4. **Pricing Exclusive.** Seller's prices do not include, and are exclusive of any and all taxes, import duties, tariffs and other charges, freight and insurance, and all such taxes, duties, tariffs, other charges, freight and insurance shall be paid by Buyer.
5. **Payment.** Buyer agrees to pay for all product purchased from Seller 'Net Thirty Days', in US dollars, in full, in cash, and without deduction, withholding or set-off of any nature, in accordance with Seller's written payment instructions. Past-due balances, at Seller's discretion, subject to service charge at the rate of 1 ½% per month (18% per annum) or the maximum lawful rate, whichever is less.
6. **Shipping and Risk Of Loss.** Unless otherwise agreed in writing, all sales are made *EXW* ('*Ex-Works*') (Incoterms, 2010). Risk of loss, damage or otherwise in the product shall pass to, and be upon Buyer when made available by Seller at the point of shipment being the Seller's facilities. Any deviation after placement of order, including but not limited to changes in quantity or partial releases, will be subject to a price increase and/or additional freight charges. All labor or mechanical facilities required to load and unload shall be provided by Buyer without any cost to Seller.
7. **Delivery.** Any and all delivery dates given by Seller constitute estimates only. Seller will make a good faith effort to complete delivery of the products as indicated by Seller in writing, but Seller assumes no responsibility or liability and Seller will not accept any backcharge for losses or damages due to delay or inability to deliver.
8. **Variation In Goods.** All products sold by Seller are subject to normal variations in weight, color, size, quantities, etc., as are standard in the trade.
9. **Storage Fees.** If Buyer postpones or delays delivery for more than thirty (30) days, Buyer agrees to pay Seller reasonable storage fees.
10. **Shortages, Defective or Damaged Products.** Buyer has twenty (20) days from delivery of product to inspect the product. Any claim for alleged shortages, non-conformity, defects or damage (together, "**Non-Conformity**") in, or to products delivered must be reported to Seller in writing within that twenty (20) day period. After the twenty (20) day period, Buyer is deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall not have any right to reject the products for any reason or to revoke acceptance. Buyer hereby agrees that such twenty (20) day period is a reasonable amount of time for such inspection. Buyer will bear the costs of inspection in all circumstances.
11. **Cancellation and Returns.** Other than as provided in **Paragraphs 11, or 13** below, Buyer may not vary, cancel or terminate any purchase order or return any products without Seller's express written consent. The amount of credit, if any, allowed to Buyer for returned product shall be at the sole discretion of Seller. Buyer or Seller may terminate a purchase order solely in respect of any un-delivered product subject to that purchase order on written notice to the other in the event of the other's material breach of the purchase order which breach the other has failed to cure within ten (10) business days of its receipt of notice from the non-breaching party calling upon the breaching party to so remedy the breach.
12. **Exclusion of Express And Implied Warranties.** OTHER THAN ANY LIMITED WARRANTY IN RELATION TO THE PRODUCT SPECIFICALLY GIVEN BY SELLER TO BUYER IN AN AGREEMENT, (THE "**LIMITED WARRANTY**"), SELLER GIVES NO WARRANTIES OR REPRESENTATIONS IN RELATION TO THE PRODUCT AND ALL PRODUCTS BEING SOLD HEREUNDER ARE BEING SOLD "AS IS." IF GIVEN, THE LIMITED WARRANTY IS THE SOLE WARRANTY, REPRESENTATION, COVENANT AND OTHER UNDERTAKING GIVEN BY SELLER IN RELATION TO THE PRODUCTS BEING MANUFACTURED, SUPPLIED, SOLD OR DISTRIBUTED HEREUNDER OR PURSUANT TO ANY PURCHASE ORDER. ALL (OTHER THAN THE LIMITED WARRANTY, IF GIVEN) EXPRESS AND IMPLIED WARRANTIES OF EVERY TYPE AND KIND IN CONNECTION WITH THE MANUFACTURE, SUPPLY, SALE, DISTRIBUTION OR OTHERWISE IN RELATION TO ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED IN ALL RESPECTS AND FOR ALL PURPOSES. SELLER DOES NOT MAKE ANY REPRESENTATION AND DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY WITH REGARD TO THE CONTENT, ACCURACY, MANNER OR PREPARATION OF ANY GENERAL TRADE INFORMATION, THIRD PARTY CERTIFICATION OR REPORT OBTAINED BY BUYER. SELLER IS NOT THE MANUFACTURER OF THE RAW MATERIALS COMPRISING THE PRODUCTS AND HAS NOT MADE ANY INDEPENDENT CHEMICAL OR PHYSICAL ANALYSIS OR ANY OTHER TYPE OF TEST ON ANY OF SUCH RAW MATERIALS WHATSOEVER AND DOES NOT GIVE ANY WARRANTY OR UNDERTAKING, EXPRESS OR IMPLIED, REGARDING THE COMPOSITION OF THE RAW MATERIALS WITHOUT LIMITING THE FOREGOING, SELLER DOES NOT GIVE ANY WARRANTY, REPRESENTATION, COVENANT OR ANY OTHER UNDERTAKING WHATSOEVER AND HEREBY DISCLAIMS ANY LIABILITY FOR ANY CLAIM OF INFRINGEMENT OF ANY INTELLECTUAL OR INDUSTRIAL PROPERTY RIGHTS OF ANY THIRD PARTY ARISING OUT OF, OR IN RELATION TO THE MANUFACTURE, SUPPLY, DISTRIBUTION OR USE OF THE PRODUCTS.
13. **Liability Limitation for Non-Conformance.** BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ABSOLUTE, AGGREGATE LIMIT OF LIABILITY IN CONNECTION WITH ANY CLAIM (AS DEFINED IN **PARAGRAPH 14**, BELOW) WHATSOEVER DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF ANY BREACH OF ANY SELLER REPRESENTATION, WARRANTY OR UNDERTAKING IN RELATION TO, OR ANY NON-CONFORMANCE OF, OR DEFECT IN ANY PRODUCT, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY OF RECOVERY (INCLUDING, BUT NOT LIMITED TO ANY LIMITED WARRANTY), SHALL IN ALL CASES BE STRICTLY LIMITED, AT SELLER'S SOLE OPTION, TO EITHER: (a) REIMBURSING BUYER IN AN AMOUNT UP TO, AND NOT EXCEEDING THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE RELEVANT DEFECTIVE OR OTHER NON-CONFORMING PRODUCT PURCHASED; OR (b) REPLACING OR REPAIRING ANY (AND ONLY THE) NON-CONFORMING OR DEFECTIVE PRODUCT AT THE ORIGINAL POINT OF DELIVERY. AS A CONDITION PRECEDENT TO SELLER'S OBLIGATION TO REIMBURSE THE PURCHASE PRICE OR REPLACE OR REPAIR THE NON-CONFORMING PRODUCT, BUYER MUST ASSIST SELLER IN ALL RESPECTS IN ITS INVESTIGATION OF THE BASIS AND LEGITIMACY OF ANY SUCH CLAIMS. BUYER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH HEREIN ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY NON-CONFORMANCE OR DEFECT EVEN IF SUCH REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE FOR ANY REASON WHATSOEVER. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, LOSS OF PROFIT OR CONSEQUENTIAL DAMAGES TO BUYER OR ANY THIRD PARTY AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED.
14. **Indemnity.** To the fullest extent permitted by law, Buyer hereby agrees to, and shall release, protect, defend, indemnify, and hold harmless Seller, its affiliates, and their respective employees, officers, directors, managers, agents, other representatives and/or professional advisors (all together, the "**Seller Indemnified Persons**") from and against any and all causes of action, claims, damages, demands, liabilities, losses, suits, penalties, fines, injuries, and actions, suits or other proceedings, costs and expenses (including reasonable attorneys' fees and court costs), of every type and character, (together, the "**Claims**") that in any way arise out of, result from or relate to: (i) any breach of any representation, warranty, covenant or undertaking of Buyer under or pursuant to any agreement between Buyer and Seller, or any purchase order; (ii) buyer or any of its affiliates or sub-distributors or their respective officers, directors, managers, employees or agents' (together, "**Personnel**") negligence or willful misconduct; (iii) Buyer, any of its affiliates or sub-distributors or any of their respective Personnel's actual or alleged violation of any applicable law; (iv) the alteration, fabrication or misuse of product following delivery to Buyer; (v) Buyer, any of its affiliates or sub-distributors' use, sale, marketing, rental, installation or distribution, or warranty or representation (not authorized by Seller) of any product; and/or (vi) any claim of Distributor's employees, contractors or Sub-Distributors, including, but not limited to any workers compensation claims, claims for employee-type benefits or for payment of commissions, compensation, damages or other amounts.
15. **Legal Action.** ALL ACTIONS OR OTHER PROCEEDINGS BY BUYER OR ANY OF ITS AFFILIATES AGAINST SELLER OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE PERSONNEL ARISING OUT OF OR RELATED TO ANY AGREEMENT, ANY PURCHASE ORDER OR THE DESIGN, MANUFACTURE, SUPPLY, SALE, WARRANTY, DELIVERY, INSTALLATION, INSPECTION, ASSEMBLY, TESTING, REPAIR, SERVICE, REPLACEMENT, OPERATION, MAINTENANCE, USE OF, OR OTHERWISE IN RELATION TO ANY PRODUCTS, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY, MUST BE COMMENCED WITHIN THE APPLICABLE STATUTORY PERIOD, BUT IN NO EVENT MORE THAN ONE (1) YEAR FROM THE DATE OF ACCRUAL OF THE RELEVANT CAUSE OF ACTION.
16. **Credit Approval.** The performance of any work and all shipments shall be subject to the approval of Seller's Credit Department. Seller, in its sole discretion, may, at any time and for any reason, decline to perform any work, make any shipment or deliver any Product, prior to the receipt of payment or adequate assurances of payment.
17. **Force Majeure.** Seller shall not be liable to Buyer for any failure to perform, failure to deliver or for any delay in delivery due to an Act of God, act or omission of Buyer, any actions, events, conditions, inactions or any other cause beyond Seller's reasonable control. In the event of any such delay, the date for performance or delivery shall be extended for a period equal to the time lost by reason of delay.
18. **Non-waiver.** Any waiver, of any kind of any breach or default under these terms or any Agreement must be in writing and signed by a duly authorized representative of the party making such waiver and shall be effective only to the extent specifically stated in such writing, and shall be limited to the instance of breach or default expressly referenced in the waiver.
19. **Set Off.** Seller is authorized to apply any sums now or hereafter owed to Buyer or any entity affiliated with Buyer toward the payment of any monies due Seller hereunder.
20. **Governing law.** This transaction shall be governed in all respects by the laws of the State of Delaware without reference to its conflicts of laws rules, provided that Incoterms, 2010 shall apply to delivery terms as expressly stated herein or in any Agreement. United Nations Convention on Contracts for the International Sale of Goods shall not apply.
21. **Attorney's Fees.** In the event that Buyer or Seller institutes legal proceedings (to include, litigation, arbitration or interlocutory proceedings) against the other, whether based in contract, tort or any other legal theory of recovery, then the prevailing party in those proceedings shall be entitled to recover its costs and expenses against the unsuccessful party, including its reasonable attorney's fees.
22. **Severability.** If any provision (or part thereof) of these Terms or any Agreement are held to be unenforceable under any applicable law, such provision shall be modified or excluded from these terms or Agreement to the extent necessary to implement the purposes of these Terms or Agreement, and the balance of these Terms or Agreement shall be interpreted as if such provision were so modified or excluded and shall be enforceable in accordance with its terms. In particular, but without limiting the foregoing, any limitation of the liability as stated in this terms or any Agreement shall be read as to apply to the maximum extent allowed under applicable law, being subject only to any non-waivable restriction on any such limitation, to the minimum extent of any such restriction allowed under applicable law.
23. **Assignment.** Buyer may not be assign or otherwise transfer its rights or obligations under these Terms or any Agreement without Seller's prior written consent.
24. **Entire Contract and Modification.** These terms and conditions constitute the entire understanding between the parties with respect to the terms governing the subject transaction and supersede all prior negotiations, discussions and preliminary agreements, if any. Except for representations, warranties and undertakings set forth herein, neither party has relied on any promises or representations made by the other or any third party as an inducement to enter into the subject transaction. The Terms may be amended, modified or supplemented, or consensually terminated only by written agreement duly executed by each of the parties.

Buyer Agrees: Initials \_\_\_\_\_