

TERMS & CONDITIONS OF SALE

Point One, LLC

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- 1. Governing Provisions:** These Terms and conditions ("Terms") govern the sale of Products ("Products") by Point One, LLC ("Point One") to the Buyer ("Buyer") of the Products. Any quote, order acknowledgment, packing slip, invoice, or other Product documentation or Product specifications from Point One attached to these Terms, together with these Terms, comprise the entire agreement ("Contract") between the parties with respect to the Products. In the event of conflict between a provision in the Terms and any other component of the Contract, these Terms shall prevail. This Contract supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral between the parties with respect to the purchase of Products. No additional or different Terms will be binding upon Point One unless specifically agreed to in writing by an authorized representative of Point One. Any additional or different Terms proposed by Buyer, either previously or in the future, whether in a purchase order, other communication or otherwise, are rejected and shall not apply. Point One's failure to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these Terms nor an acceptance of any such provisions. The Buyer acknowledges receipt of this Contract and shall be bound by the Terms of the Contract at the time a purchase order is placed, or at the time Point One provides written or electronic order acknowledgement.
- 2. Nature of Products:** Point One's Products may be used in extreme stress applications and installed by persons over whom Point One has no influence or control. Point One therefore requires Buyer, as a condition to purchasing or receiving its Products, to agree to the following exculpatory and indemnification provisions.
- 3. No Warranty:** Due to the nature of extreme stress applications, all Point One Products are sold without any expressed warranty or any implied warranty of merchantability or fitness for a particular purpose. Point One shall not, under any circumstances, be liable for any special, incidental, or consequential damages, including but not limited to damages or loss of other property or equipment, loss of profits or revenue, cost of purchased or replacement goods, or claims by Buyer or customers of the Buyer which may arise and/or result from the design, manufacturing, sale, distribution, installation, or use of these Products. Under no circumstances shall Point One be liable to Buyer or its agents, employees, representatives, customers, or insurers, for damages caused in whole or in part by the acts or omissions of Buyer or Buyer's agents, employees, representatives or by any third party. Buyer hereby assumes the risk of any loss, damage, or injury to persons or property resulting from the use or subsequent sale of Point One's Products, either alone or in combination with other Products.
- 4. Limitation of Damages: Exclusive Remedy:** Under no circumstances shall Point One's liability to Buyer or to any other person or entity for any claim based in Contract, tort (including specifically claims that Point One was negligent or grossly negligent and strict liability), breach of warranty or condition, misrepresentation, contribution, indemnity, or other claims at law or in equity, exceed the cost to Buyer of the Products purchased by Buyer. Buyer's damages are expressly limited to such amount as Buyer's exclusive remedy.
- 5. Indemnification of Point One:** Buyer agrees to defend, indemnify, and hold harmless Point One, its agents, representatives, employees, and members from all damages, including reasonable attorneys' fees and litigation expenses resulting from or relating to any claims, actions, suits, or proceedings in law, equity, or otherwise whether in negligence, tort, Contract, or other theory asserted against Point One, its agents, representatives, employees, and members, relating to or arising from any Products provided by Point One to Buyer or to any of Buyer's customers, specifically including but not limited to claims that Point One was negligent in the design, manufacture, sale, or distribution of the Products, and for Point One's reasonable attorney's fees and litigation expenses reasonably necessary to successfully enforce the provision of this Section against Buyer. This right to indemnification is limited to any claims, actions, suits, or proceedings asserted by or against Point One that are directly caused or contributed to be caused by (i) Point One's design, manufacture, sale, or distribution of the Products, (ii) Buyer's handling, installation, or delivery of Point One Products, or (iii) personal injury or property damage caused by Point One's Products, Point One's employees, agents, and/or representatives. For the purposes of this Section and the limitation of Point One's indemnification of Buyer, Products shall mean all goods, merchandise, and Products manufactured, produced, or distributed by Point One to Buyer.

6. **Product Selection and Samples:** Samples supplied by Point One are solely for the purpose of evaluating the suitability of such Products for potential use by the Buyer and, as such, samples are not intended to serve as warranties of any type, either express or implied. Buyer has the sole responsibility for selection and specification of Products suitable for the intended use, even if Buyer has informed Point One of the intended use. Buyer acknowledges that they alone have determined that the Products purchased or processed hereunder will suitably meet the requirements of their intended use.
7. **Pricing and Quotes:** Buyer shall pay the purchase Price ("Price") for the Products as specified in the quotation or invoice. Price is subject to change without notice to Buyer. Written Price quotes provided by Point One automatically expire 15 days after the issued date unless otherwise written or terminated by earlier notice. Verbal Price quotes expire on the same business day they are given unless otherwise transmitted or accepted in writing. Quotes that require specific raw materials which may be on hand at Point One or on hand or on order from a vendor at the time of the quote are always subject to prior sale and price adjustments beyond the control of Point One. Price is subject to escalation in future quotes or orders.
8. **Special Orders:** Special orders are subject to a formal engineering review after an order is received by Point One, which may affect price, qty, lead time, or feasibility. If changes to the order are required after the engineering review, notification will be provided to the Buyer with the required modifications to the contract. Special order Products are non-returnable and non-refundable. Special orders may be subject to payment in advance or deposits. Special order Products may be +/- 10% of the order quantity. The actual quantity shipped will be invoiced. As such, shipments of -10% of the Buyer's order quantity may be deemed complete by Point One.
9. **Delivery and Title Conveyance:** Point One does not guarantee delivery on any specific date nor will be liable for any damages caused by a delay in a projected or estimated delivery date. Delivery terms are Ex Works Point One's facility in Rogersville MO USA. The point of delivery for Point One Products is Point One's facility in Rogersville, Missouri, USA. Acceptance of a shipment by a common carrier constitutes delivery to Buyer, at which time all risk of loss transfers to Buyer. Unless specified in writing by the Buyer and agreed upon in writing by Point One, Point One may choose the means of transportation and the route of shipments. The Buyer must make any claim for shortages and other errors in delivery in writing to Point One within 5 days after receipt of the Products. Failure to give such notice constitutes an unqualified acceptance of the Products and a waiver of any claim Buyer may have regarding the delivery. Point One reserves the right to deliver Products in installments. Buyer agrees that installments may be invoiced separately, and Buyer further agrees such invoices will be paid when due, without regard to subsequent deliveries.
10. **Shipping Charges:** Shipping charges will be added to the Invoice for all Products. All shipments will be shipped using common carriers and shipments will be fully insured. Buyer will be responsible for all shipping and insurance charges Ex Works Rogersville, Missouri, USA. Shipping charges for incorrect addresses, refused shipments or 'addressee not available' will be billable to the Buyer.
11. **Taxes:** The Buyer is solely responsible and shall pay for all taxes, duties, tariffs, customs fees, or any other charges imposed by any governmental authority or applicable law in connection with the purchase of Point One products.
12. **Payment:** Invoiced amounts are due upon receipt of the Point One invoice, or on the payment terms set forth on the invoice if payment terms are granted to Buyer by Point One. Point One may issue partial invoices as partial shipments of an order are completed. If shipments are delayed for the convenience of the Buyer, Point One may, at their discretion, process the invoice without shipping the Product and Buyer will be obligated to pay within the Terms governed by the Contract. All payments to Point One from the Buyer will be in US Dollars. Interest and/or late fees may be payable by the Buyer to Point One for payments not received by Point One during the time allowed by the payment terms. Interest and/or late fees may be added to the invoice until paid at the maximum amount allowed by law. Point One shall be entitled to reimbursement from the Buyer for any collection costs incurred in collecting past due invoices, including attorney's fees, court costs, administrative costs, and any other direct or indirect costs incurred.
13. **Order Cancellation:** Buyer may not cancel, reduce, or otherwise modify any order after acceptance by Point One, unless Point One agrees in writing. If Point One agrees to a cancellation or modification of the order, Buyer agrees that it will be obligated to any reasonable costs directly or indirectly caused by Buyer's cancellation.
14. **Confidentiality:** Buyer acknowledges that all information not otherwise publicly available but disclosed by Point One to the Buyer is proprietary and confidential information which is always the property of Point One, including but not limited to drawings, designs, models, photos, Price information, discount or rebate information, other Point One Buyer or client information, manufacturing process, or vendor information, whether disclosed orally, electronically, in written form, or in any other manner. Buyer is obligated to take reasonable steps to protect Point One's confidential information. Confidential information may not be disclosed by the Buyer to any employee, agent, associate, or contractor of the Buyer, or anyone else that may not need the information to perform their official duties for the Buyer without Point One's written permission. Buyer will notify Point One within one business day if any employee, agent, associate, or contractor of the Buyer defaults on this section of the Contract. Upon the request of Point One, Buyer will promptly return or destroy all confidential documents or materials. Buyer will not permit any party to reverse engineer Point One's Products. Point One may seek and shall be entitled to injunctive relief for any violation of this section.

- 15. Intellectual Property:** Nothing herein shall be construed as granting Buyer any right or license to any of Point One's Intellectual Property. Buyer shall indemnify, hold harmless, and defend Point One against any liability for patent, trademark, tradename, trade secret or copyright infringement arising out of the preparation, manufacture, processing, or sale of any Product or performance of services in accordance with the Buyer's requests, orders, specifications, or instructions.
- 16. Tooling:** Unless otherwise expressly agreed upon in writing by Point One, all tools, dies, fixtures, jigs, gauges, related drawings, designs, and manufacturing process information shall be and remain always Point One's property and shall be held at Point One's disposal. Point One is not obligated to retain or maintain any such Tooling for future use and may dispose of such Tooling at any time.
- 17. Product Changes:** Point One reserves the right to make Product improvements, or changes without notice to Buyer and without incurring any liability with respect to similar Products previously manufactured, sold, or distributed to Buyer.
- 18. Spare Parts Inventory:** Unless otherwise expressly agreed upon in writing by Point One, Point One is not obligated to retain spare parts for the Buyer's future need, regardless of the reason for the need.
- 19. Product Returns:** All requests for Product returns for credit must be made in writing to Point One. Products being returned to Point One must have an RMA number provided by Point One prior to being returned. Each box or package being returned to Point One must have the RMA number on it when it is returned. Return shipments to Point One must be made prepaid and fully insured. Returns may be subject to a restocking fee. Products must be received in original, sealed, complete, clean, and resalable condition.
- 20. Governing Law and Submission to Jurisdiction:** Rogersville, Missouri, USA is the point of delivery and the point of acceptance of all Products by Buyer, and Missouri law shall govern without regard to conflict of law provisions for all purposes, including but not limited to interpretation, venue, and jurisdiction. The sole venue for suits arising from sales or use of Point One Products shall be in the Circuit Court of Greene County, Missouri or the U.S. District Court for the Western District of Missouri, Southern Division.