



Terms

TERMS OF SALE

1. OFFER; ACCEPTANCE; TERMS OF SALE

- a. This Offer of Sale (Offer) made by Brennan Industries, Inc. or its subsidiaries (Brennan) is subject to the terms and conditions set forth below.
- b. This Offer may be accepted by customer (Customer), verbally or in writing by fax or electronic confirmation. Customer's order for any products, when communicated to Brennan shall also constitute acceptance of this Offer and the terms and conditions set forth below.
- c. Acceptance of this Offer is expressly limited to these terms and conditions set forth below. Brennan hereby objects to any terms and/or conditions proposed by Customer's purchase order or otherwise which are additional to or different from these terms and conditions; and such additional and/or different terms or conditions shall not become part of this Offer or part of any sales contract between Brennan and Customer.

2. PAYMENT; DISCOUNT; TAXES

- a. Payments shall be made by Customer and received by Brennan net thirty (30) days from the date of invoice.
- b. Amounts not timely paid shall bear interest at the maximum rate permitted by law for each month (or portion thereof) that payment has not been received.
- c. Cash discount terms are one percent (1%) if payment is received by Brennan within ten (10) days from the date of invoice.
- d. All orders are subject to a \$25.00 minimum billing charge per order.
- e. All product prices are exclusive of taxes of any kind, including excise tax, sales tax, use tax, and similar taxes. Customer shall be responsible for all taxes imposed on the manufacture, sale or delivery of products sold hereunder (exclusive of income tax attributable to Brennan's income on such sale) and if Brennan is required to pay or collect any such taxes, the amount of such tax shall be added to the specified product price.

3. SHIPMENT AND DELIVERY

All deliveries shall be made F.O.B. Brennan's Warehouse. Risk of loss shall pass to Customer upon Brennan's delivery to a carrier. Brennan shall have no liability for delays in delivery.

4. INSPECTION

- a. Customer has a period of five (5) working days after receipt of shipment in which to inspect the products received. Customer may reject or refuse acceptance of any and all products not strictly in conformance with the requirements of Customer's purchase order.
- b. All non-conforming products will be held at Customer's risk and will be returned to Brennan in accordance with the terms below (see RETURNS).
- c. Payment for goods shall constitute acceptance thereof.
- d. Any claims by Customer for omissions or shortages in a shipment will be waived unless Brennan receives written notice thereof within ten (10) working days after Customer's receipt of shipment.

5. RETURNS

- a. Products may be returned only with Brennan's prior written authorization in the form of a Return Goods Authorization Number (RGA#).
- b. Returned products must be delivered or shipped freight-prepaid by Customer to a warehouse location designated by Brennan, and are subject to Brennan's inspection. Unless otherwise authorized, return shipment shall be made by common carrier.
- c. All returns shall be subject to a minimum handling charge/restocking fee of twenty percent (20%).
- d. All returns must be clearly marked with the Return Goods Authorization Number on the package and must contain all paperwork.
- e. At Brennan's discretion, Customer may be permitted to have one (1) stock adjustment each calendar year upon terms and conditions specified by Brennan. See terms at <http://www.brennaninc.com> Terms / Return Goods Policy.
- f. Non-stock, special order, customized items and any cadmium or zinc dichromate plated products are not returnable.

6. CHANGES, RESCHEDULES AND CANCELLATIONS

Customer may request modification of the quantities or delivery dates of outstanding product orders, or may request cancellation all or part of any purchase order no later than five (5) business days prior to scheduled shipment or the actual shipment date, whichever shall first occur. Brennan may accept or reject such requested modifications or cancellations at Brennan's discretion, but any such changes/modifications shall only be deemed accepted by Brennan upon the terms set forth in a written amendment submitted to Customer. Orders for non-stock, special or customized products are not subject to modification or cancellation.

7. TOOLING

Brennan may assess a tooling charge for any special tooling, including dies, fixtures, molds, patterns, materials, and drawings required to manufacture products sold hereunder. Notwithstanding payment of any charges by Customer, Brennan will own all rights and title to such special tooling and shall have the sole and exclusive right to alter, discard or otherwise dispose of any special tooling or other property in its sole discretion at any time and without notice to Customer. In no event will Customer acquire any interest in apparatus belonging to Brennan utilized in the manufacture of the products sold hereunder, even if such apparatus has been specifically converted or adapted for such manufacture and notwithstanding any charges paid by Customer.

8. PRODUCT WARRANTY; LIMITATION OF REMEDY

For a period of twelve (12) months from the date of shipment from Brennan's warehouse, Brennan warrants that its products shall meet Brennan's specifications and performance standards for that particular product and shall otherwise be free from defects in material and workmanship. This Warranty shall not apply to, and Brennan gives no Warranty whatsoever with respect to, any products manufactured, in whole or in part, in accordance with designs or specifications provided by Customer.

Damage to any products sold hereunder due to abuse, misuse, improper use, inadequate maintenance or failure to follow Brennan's installation, use or service recommendations will automatically void this Warranty. See terms at <http://www.brennaninc.com>. "Terms" / Product Warranty.

THE ABOVE WARRANTY CONTAINS THE SOLE AND EXCLUSIVE WARRANTY CONCERNING PRODUCTS SOLD. BRENNAN DOES NOT MAKE ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING, ALL OF WHICH, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

IN THE EVENT BRENNAN DETERMINES THAT A PRODUCT DOES NOT COMPLY WITH THE ABOVE WARRANTY, CUSTOMER'S SOLE REMEDY AND BRENNAN'S SOLE LIABILITY RELATING TO SUCH PRODUCTS SHALL BE LIMITED TO REPLACEMENT OF THE PRODUCTS SOLD OR A REFUND OF THE PURCHASE PRICE PAID, AT BRENNAN'S OPTION.

BRENNAN SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES DUE TO LOST PROFITS.

9. FORCE MAJEURE

Brennan does not assume the risk of and shall not be liable for delay or failure to perform any of Brennan's obligations by reason of circumstances beyond the reasonable control of Brennan, including due to accidents, acts of God, strikes or labor disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or suppliers, shortages of materials and any other causes beyond Brennan's control.

10. ENTIRE AGREEMENT/GOVERNING LAW

The terms and conditions set forth herein, together with any amendments, modifications or different terms or conditions expressly accepted by Brennan in writing, shall constitute the entire agreement covering the products sold by Brennan to Customer. This Offer shall be governed by the law of the State of Ohio. Neither Customer nor Brennan may bring any action arising out of or related to the products sold hereunder more than two (2) years after the cause of action accrues.