TERMS AND CONDITIONS OF SALE

Introduction

These terms and conditions of sale (the "Terms and Conditions"), together with those contained in any quotation, proposal, Order Confirmation, or purchase order ("Order") of Beacon Fasteners and Components, Inc. ("Seller"), constitute the entire agreement (the "Agreement") between you, Seller's customer ("Buyer"), and Seller related to the sale of the goods and services specified in an Order or otherwise (the "Products"). By ordering or accepting any Products provided by Seller, Buyer agrees to the terms and conditions of the Agreement.

Orders

For Seller to accept an Order, Buyer must receive an order acknowledgement via email or fax ("Order Confirmation"). Seller reserves the right to accept or decline an Order for any reason at any time before sending an Order Confirmation. Seller reserves the right at any time after accepting an Order, without prior notice to Buyer, to supply less than the quantity of a good stated in an Order.
The minimum Order amount Buyer can place with Seller is $75.00 (subject to change without notification). Orders of in-stock goods received by Seller by 5:00pm CST, are eligible to be shipped on the same day the order was received. Buyer's requests for samples must be faxed or emailed, and must include Buyer's UPS Collect number, to which shipping costs will be billed. The maximum sample quantity provided free of charge may vary based on the diameter of the samples requested.

Payment

Seller reserves the right to establish and adjust credit terms applicable to Buyer, including without limitation, the right to require payment in advance or to require C.O.D. payment. At its option, Seller may grant Buyer credit terms whereby payments are due net thirty (30) days following the applicable invoice date. All payments due hereunder which are delinquent for thirty (30) days shall bear interest at the maximum legal rate from and after that date. Invoices issued by Seller will be paid by Buyer regardless of disputes relating to other invoices, and Seller waives the right to assert offsets or counterclaims with respect to such invoices. Seller shall have the right to withhold shipment of any Product if Buyer fails to make a payment when due for prior shipments.
Seller accepts Mastercard, Visa, Discover, or American Express on new or existing balances.
Return Policy
Buyer may request to return any goods received from Seller. To return goods, Seller must request a refund within 90 days after shipment, and Buyer may be assessed a restocking charge equal to 20% of the returned goods invoice price or $50.00, whichever is higher. Goods requested to be returned must be in original cartons supplied by Seller with the return freight prepaid by Buyer.
Seller will not return or refund Buyer for any services rendered.
Prices; Typographical Errors

Prices are subject to change without notice. Seller is not responsible for typographical errors. In the event a Product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or Product information received from our suppliers, Seller shall have the right to refuse or cancel any Order placed for Products listed at the incorrect price. Seller shall have the right to refuse or cancel any such Orders whether or not the Order has been confirmed and/or Buyer's credit card charged. If Buyer's credit card has already been charged for the purchase and Buyer's Order is canceled, Seller shall promptly issue a credit to Buyer's credit card account in the amount of the charge.

Taxes and Duties

In addition to the purchase price, Buyer shall pay all sales, use and excise taxes, tariffs, duties and other charges imposed by any country, state or other political subdivision in connection with the sale of the Products. For tax purposes, title to the purchased goods shall pass from Seller to Buyer upon shipment, whether by common carrier, by Seller's or Buyer's own trucks or otherwise.

Shipping Terms and Risk of Loss of Goods

Unless otherwise agreed in writing, all sales are F.O.B. Seller's shipment location (under U.C.C. shipping terms). Seller reserves the right to select the carrier. Prior to delivery of the goods to the carrier at the F.O.B. point, the risk of loss or damage thereto shall be borne Seller. At and after the delivery of goods to the carrier at the F.O.B. point, the risk of loss or damage thereto shall be borne by Buyer. Buyer is responsible for the costs of shipping and insurance.

Delivery Dates

All shipping/delivery dates for Products sold hereunder or pursuant to any Order are approximate. Seller will use commercially reasonable efforts to ship goods and deliver services in accordance with any agreed upon delivery schedules; but Seller shall not be liable for damages whether general, consequential or otherwise, or for delays in shipping.

Export/Import Documentation; Compliance with Laws

Buyer shall, at its sole cost and expense, be responsible for obtaining all licenses and permits and for satisfying all formalities as may be required to export the goods outside of the United States and to import them into any other country in accordance with then prevailing laws, rules and regulations ("Export/Import Control Laws"). Buyer shall at all times (i) conduct its activities in strict compliance with all applicable laws, rules, regulations and governmental orders; (ii) pay any and all taxes, fees and other charges required by such laws, rules, regulations and orders; and (iii) have and maintain in full force and effect any and all licenses, permits, authorizations, registrations and qualifications from all governmental ministries, authorities and agencies. Buyer shall not, directly or indirectly, do or fail to do anything that will or could constitute a violation of the Export/Import Control Laws or other laws and regulations of similar purpose, applicable in the United States or any other country having proper jurisdiction. Buyer is aware that certain laws of the United States, which are applicable to Seller,

including but not limited to, the Foreign Corrupt Practices Act, impose penalties on United States persons that participate directly or indirectly in making payments to any foreign government official, foreign political party or candidate, or foreign political office. Buyer represents, warrants and covenants that it shall not offer or promise to make any payment, in currency or property, to (i) any government official, political party, political candidate or political office or (ii) any third person, firm or entity that in turn will make a payment to any government official, political party, political candidate or political office. Buyer shall, upon Seller's request, supply affidavits of compliance with its obligations under this Section.

Indemnification

Buyer shall indemnify, defend and hold Seller harmless from all claims, liability, damages, and expenses (including attorneys' fees) suffered by Seller, whether or not involving a third party claim, arising out of (a) Buyer's breach of the Agreement, (b) Buyer's possession, use, handling, storage, sale, processing or any disposition of the Products, (c) Buyer's errors, omissions, negligence or other wrongful conduct of Buyer and its users, agents or subcontractors, and (d) any liability, claim or expense incurred by Seller relating to Buyer or the Products sold to Buyer for which Seller is not expressly liable hereunder. In any matter to which this paragraph applies, Seller shall have the right to select and retain counsel of its own choosing, all at Buyer's expense, and to participate in the defense.

Remedies

In the event that the Products supplied are non-conforming, Seller shall not be liable beyond replacement of the Products provided or refund of the purchase price, as Seller elects.
The remedies set forth are Buyer's exclusive and sole remedies.

Warranty

SELLER MAKES NO WARRANTIES RELATED TO THE PRODUCTS. THE PRODUCTS ARE PROVIDED TO BUYER ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES, WARRANTIES OF NONINFRINGEMENT, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR ANY OTHER MATTER. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF SELLER HAS ANY AUTHORITY TO BIND SELLER TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY.

Buyer is required to observe all relevant laws, regulations and requirements of governmental or other regulatory authorities relating to Buyer's use of the Products. Seller assumes no liability for any infringement of intellectual property or violation by Buyer of any law, regulation or requirement relating to Buyer's use of the Products. Seller shall have no liability for defects, whether hidden or apparent, resulting from the improper use, processing or treatment of the Products by parties other than Seller.

Buyer shall be liable for any loss resulting from any failure to apply all professional standards, customary instructions and written instructions from Seller, if any, in relation to any of the Products. Additionally, Seller's suppliers are directed to bake all heat-treated goods listed in Seller's catalog to relevant industry specifications. Be advised that there is no guarantee that hydrogen embrittlement will not occur or will not appear at a later date. This should be taken into account when considering how the goods are tested and their appropriate uses.

Limitations of Liability

IN NO EVENT SHALL SELLER OR ANY OF ITS AFFILIATES BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES OF ANY DESCRIPTION, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR LOST PROFITS, WHETHER ARISING OUT OF DEFECTS IN MATERIALS OR WORKMANSHIP TO THE EXTENT PERMITTED BY LAW, BREACH OF THE AGREEMENT, STRICT LIABILITY, NEGLIGENCE, OTHER TORT, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER SELLER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY ARISING OUT OF RELATED TO THE PRODUCTS, AS APPLICABLE, SOLD TO BUYER, EXCEED THE TOTAL AMOUNTS PAID BY BUYER FOR THE PRODUCTS UNDER THE APPLICABLEORDER PURSUANT TO WHICH THE CLAIM RELATES.

Force Majeure

Seller will not be liable to Buyer for any delay or failure of delivery of any Products or other nonperformance caused in whole or part by any contingency or event beyond Seller's reasonable control, including, without limitation, acts of any government, war, riots, acts of God, natural disasters, disease, epidemics or pandemics, machinery breakage, or any shortage of or inability to secure labor, labor strikes, transportation facilities, fuel, energy, raw materials, supplies, or machinery at commercially reasonable prices or from regular sources. In the event of the occurrence of any of the foregoing, Seller may distribute its available Products among its buyers on such a basis as Seller deems fair and equitable, without liability to Buyer.

California Proposition 65

The State of California requires that certain warnings be given concerning products which contain chemicals subject to Proposition 65 and identified by the State of California as causing cancer, birth defects or other reproductive harm. A complete list of Proposition 65 regulated chemicals is available at www.oehha.ca.gov. Proposition 65 requires Seller to rely on the manufacturer to inform Seller of the presence the hazardous chemicals in their products and makes no representations or warranties regarding the information provided by the manufacturer. For information on whether a specific product contains a Proposition 65 warning label, please email websales@beaconfasteners.com.

Governing Law and Forum

The Agreement will be interpreted according to the laws of the State of Illinois. The parties expressly disclaim the applicability of the United Nations Convention on Contracts for the International Sale of Goods. Buyer hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Illinois in the County of Cook and of the United States of America located in Illinois for any proceedings relating to this Agreement (and agrees not to commence any proceeding relating thereto except in such courts). Buyer hereby irrevocably and unconditionally waives any objection to the laying of venue, and agrees not to claim that any proceeding brought in any such court has been brought in an inconvenient forum.

Severability

In the event a provision of the Agreement is determined to be invalid, illegal or unenforceable, it will not affect the validity, legality or enforceability of any other provision of the Agreement and the parties agree that the remaining provisions will be deemed to be in full force and effect.

Modifications, Complete Agreement

Seller may change or modify any of the terms of the Agreement without notice to Buyer or Buyer's consent. No course of performance or any course of dealing or usage of trade shall vary the express terms hereof. Except as otherwise expressly set forth herein, the Agreement constitutes the complete and exclusive statement of the agreement between the parties regarding the subject matter hereof, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of the Agreement.