

**Globe Composite Solutions LLC**  
**Customer Terms & Conditions 3/2020**

**ACCEPTANCE:** All orders are subject to acceptance in writing by Globe Composite Solutions, LLC. ("GCS" or "Seller") by an authorized representative at its main office in Stoughton, Massachusetts. Seller and Buyer (or "Purchaser") agree that use of Seller's purchase and sale order (order) is required, that any agreement is evidenced solely by this order, and that the order must be signed by Seller and by Buyer, except as provided below, to be binding. No additional or different terms and conditions will be binding on Seller unless accepted in writing by Seller. Acceptance shall be deemed made on: (1) acknowledgment hereof; (2) execution of this Agreement; (3) issuance of a purchase order to seller; (4) oral notice accepting these terms; (5) performance including product acceptance; (6) part performance; and (7) as otherwise provided under law.

**CHANGES, CANCELLATIONS OR TERMINATION:** Orders accepted by Seller are not subject to changes or cancellation by Purchaser, except with Seller's written consent. If a cancellation is accepted by Seller, all finished goods shall be taken by Buyer at their full contract price, and that goods in process shall be paid for at cost plus pro rata profit and that Purchaser shall be charged all costs and losses for obligated materials for this order. Unless specified otherwise, Seller may cancel or terminate this order if all quantities are not shipped within twelve (12) months from the date of this order. Buyer pays for all delivered goods and pays or posts adequate security for all future goods to be delivered.

Seller shall not be liable or responsible to the extent Seller's performance under this Agreement is prevented, delayed or hindered by any pandemic, epidemic or outbreak of widespread illness on a local, national or international scale, or any new or escalated circumstances related thereto outside of Seller's reasonable control, including without limitation quarantines, transportation disruptions, government imposed restrictions, labor shortages or delays or failures of performance by Seller's suppliers or carriers.

A party shall not be liable or responsible to the extent its performance under this Agreement is prevented, delayed or hindered by any pandemic, epidemic or outbreak of widespread illness on a local, national or international scale, or any new or escalated circumstances related thereto outside of such party's reasonable control, including without limitation quarantines, transportation disruptions, labor shortages, government imposed restrictions, or delays or failures of performance such party's suppliers or carriers.

Seller shall use reasonable efforts to mitigate the effects of the failure or delay and shall resume its performance as soon as reasonably practicable after the removal of such cause(s). If Seller's performance is delayed in excess of twelve (12) months, Seller or Buyer may terminate this Agreement without liability by providing written notice to the other party.

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**PRICES:** Prices are quoted for acceptance within ninety (90) days, and are subject to change without notice. Should such prices increase or if performance characteristics of component materials should prevent the product from meeting performance, dimensional or quality criteria, Seller reserves the right to reprice accordingly. Prices are F.O.B., Stoughton, MA, Net 30 days. Unless otherwise specified in the quotation, tooling payments require a fifty (50%) percent deposit upon order with remainder due upon first article approval. If additional sampling or inspection is required, Seller will issue additional quotations.

All quotations are based on Buyer accepting over-runs or under-runs not exceeding ten (10) percent of the quantity ordered, with the price adjusted on a pro-rata basis. Prices do not include any taxes. Taxes will be added to the sales price by Seller where required.

**TOOLING:** Tooling designed and manufactured by Seller incorporating any proprietary design details of Seller cannot be removed from Seller's facility without the prior written agreement between Buyer and Seller, which agreement may include additional charges to Buyer. Buyer assumes all liability and responsibility for tooling that is owned by the Buyer and kept on the property of the Seller.

**PROPRIETARY INFORMATION:** Proprietary information that is developed, conceived, modified or originated by the Seller is deemed confidential information and is the sole property of the Seller. Proprietary information may include, without limitation, drawings, documents, computer printouts, computer programs (in any form), specifications, formulas, sketches, evaluations, findings, samples, methods, processes, know-how, technical descriptions, information concerning customers, markets, product sales, costs, current products, future product plans, and product sales, costs, current products, future product plans, and product investigations, and other data and information. The Buyer shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the Seller.

**INSPECTION:** The Buyer must notify the Seller of any claim for defective or unordered material within ten (10) days from receipt. If such claim is sustained to satisfaction of both parties, the Seller may take back the goods or may repair, replace or credit, but under no circumstances, will Seller allow or be liable for damages, or any claim for expense involved in using Seller's product. Claims for shortage must be made within ten (10) days from receipt of the goods, along with the weights found in each shipment and the method used in arriving at a count of the parts. Because goods furnished hereunder are to Buyer's specifications and are used or combined by Buyer with other equipment or components not furnished by Seller, Buyer agrees to indemnify Seller for all claims resulting from the use or incorporation of said goods in the Buyer's product. Upon the delivery of samples for Buyer's review or delivery of the first article inspection report, Buyer shall have thirty (30) days of such delivery to object to sample or inspection report. Failure to object in writing setting forth defects with specificity shall be deemed acceptance of all goods meeting the inspection report or sample standards.

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**SHIPMENT, DELIVERY AND PACKAGING:** Shipments hereunder are subject to force majeure, delay or interruption of transportation, non-performance of any delivery contract and any requirement or regulation of government and any other contingencies beyond Seller's control, which renders performance hereunder impossible or impracticable. Shipments may be postponed or, canceled if such condition prevents or delays them. In the event of postponement of shipment, shipment other than as stated herein shall be at Buyer's cost and at Buyer's risk. In addition, if under any of the conditions Seller does not hold sufficient available supplies of any material specified in this contract to fulfill all Seller's contracts for that material, Seller may allocate its available supply among any or all purchasers on such basis as Seller may deem fair and practical, without liability for failure to comply with the provisions of this contract. If the price terms are as of the date of shipment, and if compliance with any foreign or domestic governmental regulation or order restricts modification of such price Seller may postpone or cancel shipments subject to such price controls.

Delivery dates are approximate only and conditional upon delays, accidents, or on-performance occasioned by strikes, fires, or other causes beyond our control. Any special packaging instructions shall be provided to Seller prior to the acceptance of the order by Seller. All additional costs, expenses and delays shall be borne by Buyer and the quoted prices will be subject to adjustment to reflect such additional costs. Additional charges will be made for export packaging. Seller reserves the right to make partial shipments.

**BILL AND HOLD ARRANGEMENTS:** In the event that the Buyer elects to have a shipment held by Seller, the Buyer agrees it will pay Seller for said shipment. Buyer also agrees to maintain an insurable interest upon the shipment and that the Seller assumes no liability or responsibility for any shipment held at the Seller's location or designated location. In the event that there is a loss or impairment on the shipment for whatever reason while held on Seller's location, Buyer agrees that it will pay Seller for 100% of the shipment amount and seek collection or redress from Buyer's insurance company.

**WARRANTIES:** Seller makes no warranty, express or implied, except that good sold by description, sample, or model shall substantially conform to the description, sample or model, and in such case the responsibility of Seller shall be limited to the replacement of nonconforming goods returned to Seller within one month after delivery to Buyer (F.O.B. at point of delivery to carrier), provided that such goods have been solely used for the purpose for which manufactured. All replaced goods are to be returned to Seller after receiving authorization from the Seller. SELLER'S WARRANTY DOES NOT APPLY WHEN ANY PHYSICAL OR CHEMICAL CHANGE IN THE FORM OF THE PRODUCT IS MADE BY THE BUYER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION STATED HEREIN AND SELLER SHALL NOT OTHERWISE BE LIABLE FOR ANY COSTS OR EXPENSES INCURRED IN THE REPLACEMENT OF ANY DEFECTIVE OR NONCONFORMING PRODUCTS, AND IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE FOREGOING WARRANTY AND SUCH OTHER WARRANTIES MADE BY SELLER AS ARE EXPRESSLY STATED ELSEWHERE IN THIS QUOTATION ARE SPECIFICALLY IN LIEU OF ANY OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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**CREDIT:** Accounts will be opened only with firms or individuals on approved credit. The Seller reserves the privilege of declining to make deliveries except for cash for any reason.

**MODIFICATION:** The front and back of this document constitute the entire agreement between the parties relating to the sale of the goods described hereon and any addition or modification of any provision upon the face or reverse of this agreement shall not be binding upon Seller unless made in writing and signed by a duly authorized representative of Seller located at Seller's appropriate order-entry location. The terms "Seller," "Buyer," and "Purchaser" shall include their respective successors and assigns. Buyer may not assign any interest hereunder or pertaining hereto without Seller's prior written authorization. This order shall be governed by the Laws of the Commonwealth of Massachusetts.

**TOLERANCES:** All dimensions must be limited by specified tolerance as mutually agreed by both Buyer and Seller. When not specified, it is understood that standard commercial tolerances apply.

**MISCELLANEOUS:** Typographical and stenographic errors are subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods or any tool, mold or parts produced therefrom, are made to Purchaser's specifications, including damages, costs or attorney's fees resulting therefrom. When quotation specifies material to be furnished by the Purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. Upon acceptance of this proposal Seller may request an engineering meeting to review any critical dimensions, mold design, and quality criteria. Revisions may result in revising the pricing of the product and/or schedule of tooling delivery. It is understood that the Buyer shall indemnify Seller and hold it harmless from and against any and all loss, cost and damage, or expense sustained by the Seller or any customer of the Buyer in connection with, or resulting from the purchase, installation, use or resale of the goods called for in this quotation. For breach of the terms of this order, Seller shall have all rights and remedies pursuant to the Uniform Commercial Code, M.G.L. 106, and in addition and not in limitation, all rights and remedies afforded by law or in equity Seller shall be entitled to reasonable costs and attorney's fees in pursuing remedy for breach hereunder. All prices, changes, reimbursements, costs and expenses not paid when required shall bear interest at the stated rate or if no rate is herein provided, then at one and one-half (1 1/2%) percent per month or, if less, the highest interest rate allowed by applicable law. Title to the goods will not pass to the Buyer until they have been paid for in cash or by an instrument which is honored by the person or bank upon which it is drawn. Seller specifically reserves to itself full title and reserves and Buyer hereby grants a security interest in such goods, if not inconsistent herewith, until such payment as aforesaid. Risk of loss and obligation to insure shall transfer to Buyer when the goods are ready F.O.B., Stoughton, and are transferred to carrier or storage facility.

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