

CROSBYSTORE DEALER PROGRAM AGREEMENT

THIS CROSBYSTORE DEALER PROGRAM AGREEMENT (the "Agreement") is made this ___ day of _____, 2015 (the "Effective Date") by and between **THE CROSBY GROUP, LLC**, an Oklahoma limited liability company with a principal business address of 2801 Dawson Rd, Tulsa, Oklahoma 74110 ("CROSBY"), and _____, a _____, with a principal business address _____ ("Dealer"). Except as otherwise provided to the contrary, all references herein to the "Agreement" shall mean and include any and all Exhibits and any other documents referenced herein or therein.

1. **Dealer Authorization.**

1.1 **Authorization.** CROSBY hereby accepts Dealer as an authorized dealer of Products (as hereinafter defined) under the "CrosbyStore Dealer Program" for sale to Crosby customers (the "Customers"), and Dealer hereby agrees to participate in the Program, subject to the terms and conditions of this Agreement. Dealer hereby agrees to use all commercially reasonable efforts to maximize sales of Products. As used herein, "Products" shall mean those products that CROSBY may make available from time to time to Dealer for sale hereunder. Dealer acknowledges that from time to time CROSBY may modify the Products Dealer is authorized to sell under this Agreement. During the term of this Agreement, Dealer agrees to sell the Products subject to the terms of this Agreement, including the CrosbyStore Dealer Program Guide attached hereto as Exhibit A.

1.2 **Terms of Program.** Subject to the terms and conditions of this Agreement, Dealer is authorized to sell Products purchased from CROSBY to Customers in such manner, at such prices and upon such terms as Dealer shall determine. As further provided in Section 3, Dealer is expressly authorized to pass through CROSBY's Products warranty to all Customers for Products sold by Dealer.

1.3 **Use of Marks.** During the Term, Dealer is authorized to use CROSBY's trade name or any trademarks relating to Products which CROSBY may designate from time to time (the "Marks"), but only in connection with its sales of Products to Customer and to identify itself as a "an authorized Crosby Dealer". Dealer shall not use the Marks as part of Dealer's trade, domain or business name, and Dealer shall not use the Marks in any other way which CROSBY considers misleading or objectionable. Upon Dealer's use of the Marks in any manner inconsistent with this Section 1.3, CROSBY may immediately terminate this Agreement and any other agreements between CROSBY and Dealer, and Dealer shall be liable to CROSBY for any damages and costs CROSBY incurs due to such use.

1.4 **CrosbyStore Displays.** CROSBY will provide Dealer with certain displays described on Exhibit A (the "CrosbyStore Displays") to Dealer during the Term. Dealer understands and agrees that the CrosbyStore Displays will be installed by CROSBY's contractor, DGS Retail, Inc. Charges for CrosbyStore Displays and any annual membership fee shall be as set forth in Exhibit A, as may be modified by CROSBY from time to time. Notwithstanding the foregoing, Dealer (i) will be responsible for any damage to the CrosbyStore displays, ordinary wear and tear excepted, (ii) shall keep the CrosbyStore Displays free and clear of all liens, claims and encumbrances, (iii) shall at no time place any goods or products on the CrosbyStore Displays other than CROSBY's Products, and (iv) shall hold CROSBY harmless from any claim for damage occurring to Dealer's premises resulting from installing, maintaining and removing the CrosbyStore Displays form or at the premises. Following termination of this Agreement, Dealer

may continue to use the CrosbyStore Displays; provided however that Dealer will immediately remove all CROSBY logos, marks and other branding from the displays and may not use the displays for any CROSBY products.

2. **Price/Sales Procedure.**

2.1 **Prices.** Dealer, at its option, may use Product from its own inventory on the CrosbyStore Displays provided that Dealer continue to maintain minimum inventory levels (as shown on Exhibit D) on the CrosbyStore Displays. Dealer may purchase additional Products from CROSBY at CROSBY's Dealer List Prices indicated on Exhibit B to this Agreement or at dealer's contract pricing. CROSBY reserves the right, at its discretion, to amend any List Price upon thirty (30) days written notice to Dealer.

2.2 **Standard Terms.** All Dealer orders shall be subject to CROSBY's Standard Terms in effect on the order date. "Standard Terms" shall mean the CROSBY Dealer Standard Terms attached hereto as Exhibit C. The Standard Terms, as supplemented by prices established pursuant to Section 2.1 above and by delivery dates and Product quantities agreed upon in each case, shall (in conjunction with this Agreement) constitute the entire agreement between the parties with respect to sales of Products to Dealer. No additional or different terms set forth in Dealer's purchase forms or other correspondence shall govern any sales of Products by CROSBY to Dealer. Dealer shall comply with all such Standard Terms, and any breach thereof shall also constitute a breach of this Agreement. In the event of any inconsistency between this Agreement and the applicable Standard Terms, this Agreement shall govern.

2.3 **Confidentiality.** Dealer shall not give, loan, exhibit, sell, transfer or disclose to any person or company competing with CROSBY any specifications, drawings, photographs, designs, price or customer lists, ideas or any other business or confidential information furnished by CROSBY to Dealer by virtue of the relationship established by this Agreement. Such information shall be and remain the exclusive property of CROSBY.

3. **Products Warranties.** All Products shall be covered by the standard warranties set forth in the Standard Terms, and Dealer is not authorized to extend to Customers any warranty other than that set forth in the Standard Terms. Dealer shall be responsible for any warranties, representations or statements not specifically authorized by CROSBY and agrees to indemnify and hold CROSBY harmless from any costs (including but not limited to reasonable attorneys' fees), damages and liability resulting therefrom. Dealer shall indemnify CROSBY against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defending any action) which CROSBY may incur as a result of any claim by Dealer, Customers or others arising out of or in connection with Products and/or services sold hereunder to the extent based on Product or service defects proven to have been caused by Dealer's negligence or misconduct, including any warranty made by Dealer which exceeds the warranty authorized by CROSBY.

4. **Term and Renewal.**

- 4.1 **Term.** This Agreement shall commence on the Effective Date and shall expire one (1) year thereafter (the "Term") unless earlier terminated as provided herein.
- 4.2 **Renewal.** This Agreement will automatically renew upon expiration of the initial and any successive Term for an additional successive renewal term of one (1) year (each, a "Renewal Term"), unless either party provides written notice to the other party of its decision not to renew not less than thirty (30) days prior to the end of such Term or Renewal Term. Either party may terminate this Agreement at any time upon not less than ninety (90) days written notice to the other.

5. **Termination.**

- 5.1 **Events of Default - No Cure.** The following conditions shall each constitute an event of default under this Agreement (an "Event of Default"):
- (a) If Dealer is a corporation or other business entity, the dissolution of Dealer or any other event by which Dealer ceases to exist;
 - (b) Dealer's declaration of insolvency assignment for the benefit of creditors, or becoming subject to an "order for relief" as that phrase is defined in the United States Bankruptcy Code;
 - (c) Dealer's violation of Section 1.3 of this Agreement; and
 - (d) Sale by Dealer to any person or entity who resells Products to third parties, including, but not limited to sales to CROSBY dealers, other wagon jobbers or retailers of any kind.

Upon the occurrence of any Event of Default, all of Dealer's rights under this Agreement shall automatically terminate, without opportunity to cure, upon delivery of written notice thereof to Dealer.

- 5.2 **Breach of Agreement - Opportunity to Cure.** Upon any material breach of any term or condition of this Agreement, or any other agreement between CROSBY and Dealer (including, without limitation, any purchase order between CROSBY and Dealer) by either CROSBY or Dealer, other than an Event of Default set forth in Section 5.1, the party which breached said agreement (the "Breaching Party") will have thirty (30) days from the date that the other party (the "Non-Breaching Party") delivers written notice thereof, to cure the breach to the satisfaction of the Non-Breaching Party. Said notice shall contain the reasons for the alleged breach. If the breach is not cured within thirty (30) days after receipt of notice, the Non-Breaching Party shall have the right to terminate this Agreement, and any other agreement between CROSBY and Dealer, effective immediately after delivery of notice thereof to the Breaching Party. Notwithstanding the foregoing, if the breach is based on Dealer's nonpayment of amounts due, CROSBY shall have the right to terminate this Agreement upon notice if Dealer fails to cure such non-payment by Dealer within ten (10) days following receipt of notice thereof from CROSBY.
- 5.3 **Effect of Expiration, Non-renewal or Termination.** Upon expiration, non-renewal or termination of this Agreement by

either party, Dealer shall return all Crosby materials, including instruction sheets, advertising and promotional materials and all of CROSBY's supplies of every kind and character, and all other documents relating to the business of CROSBY which may be in the possession or under the control of Dealer. Dealer shall also immediately cease any use of the Marks. CROSBY shall have the right, upon delivery of written notice to Dealer, to purchase all resalable Products from Dealer at Dealer's cost thereof.

- 5.4 **Damages upon Termination.** Except as specified herein, neither party shall be entitled to any compensation or reimbursement for inability to recoup any investment made in connection with its performance under this Agreement, loss of prospective profits or anticipated sales or other losses occasioned by termination of this Agreement.

6. **Miscellaneous.**

- 6.1 **Entire Agreement.** This Agreement (including all Exhibits attached hereto) constitutes the entire agreement between Dealer and CROSBY, superseding all prior oral or written agreements, policies, understandings, representations, warranties and negotiations with respect to Dealer's rights under the CrosbyStore Dealer Program, and there are no conditions affecting this Agreement which are not expressed herein.
- 6.2 **Modification.** Except as otherwise provided herein, this Agreement may be modified only in writing and signed by both parties hereto.
- 6.3 **Audit; Inspection.** CROSBY, upon reasonable prior notice to Dealer and during Dealer's regular business hours, may enter Dealer's premises and conduct a commercially reasonable audit of the CrosbyStore Displays to ascertain compliance with the terms and conditions of the Agreement. Dealer shall reasonably cooperate with CROSBY with respect to any such audit and inspection.
- 6.4 **Independent Contractor.** Dealer is an independent contractor, not an agent or employee of CROSBY. Dealer is not authorized to assume or create any obligation including but not limited to obligations based on warranties, guarantees or other contractual obligations on behalf or in the name of CROSBY. Dealer shall not misrepresent its status or authority.
- 6.5 **Choice of Law.** This Agreement and any purchase and sale transaction arising pursuant hereto shall be governed by and construed in accordance with the internal laws of the state of Oklahoma.
- 6.6 **Assignment.** This Agreement may not be assigned by Dealer, whether voluntarily or by operation of law, without the consent of CROSBY. This Agreement or any of CROSBY's rights hereunder, may be assigned by CROSBY upon notice to Dealer.
- 6.7 **Limitation of Liability.** Except with respect to Dealer's indemnity obligations, neither party hereto shall be liable to the other party for loss of profit, for loss of contract or business opportunity, or for any indirect, consequential, special or exemplary damages of any kind or nature whatsoever, howsoever caused, incurred by the other party hereto or any third party, whether in an action in contract, tort or otherwise.
- 6.8 **Subcontractors.** Dealer shall not use any subcontractors to perform its obligations under this Agreement without the prior written consent of CROSBY.
- 6.9 **Change of Ownership or Control.** Dealer agrees to notify CROSBY of any change in the status, ownership or control of Dealer.

The parties hereto have executed this Agreement as of the date first above written.

CROSBY:

DEALER:

Dealer Initials _____

THE CROSBY GROUP LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CrosbyStore Name: _____

CrosbyStore Address: _____

CrosbyStore City: _____

CrosbyStore State: _____

CrosbyStore Zip: _____

CrosbyStore Country: _____

CrosbyStore Contact: _____

CrosbyStore Contact Phone Number: _____

CrosbyStore Contact Email: _____

Please supply email address that sales leads will go to: _____

Merchandising Displays Required:

Shackle Display: _____ qty

Misc. Display: _____ qty

Chain Display: _____ qty

Clamp Display: _____ qty

Block Cart: _____ qty

Ipad: _____ qty

Corner Unit: _____ qty

Dealer Initials _____

Exhibit A

CrosbyStore Dealer Program Guide

THE CrosbyStore™ DEALER PROGRAM

Qualified participating distributors are required to invest in Crosby products and pay an annual membership fee to receive merchandising displays for showrooms floor along with additional benefits.

CrosbyStore™ FEATURES AND BENEFITS:

- Recognition as a CrosbyStore™ Dealer and Authorized Crosby Product Center includes identification banner and window decals.
- Regular communication from Crosby marketing communications group—keeping you informed of new products, updates and special programs.
- Special product offers and incentives. Promote your store with specials and new product introductions 30-45 days prior to non-CrosbyStore™ Dealers.
- Stay informed with direct access to the CrosbyStore™ website. Includes exclusive access to product information, literature, apparel, merchandising display and more!
- You will be able to participate in:
 - Display Merchandising Program
 - CrosbyGear™ Priority Rewards Program

WHAT HAPPENS WHEN YOU SIGN UP?

After signing your agreement to become a CrosbyStore™ Dealer, Crosby will send your selected wall displays, block carts and iPad® to your location along with support graphics and other marketing materials. As an added benefit, Crosby will delay billing for the store units, installation and shipping for a full six months after signing your agreement. This will enable you to defer your investment while you reap the benefits of the program and experience increases in sales. Based on a standard rate of return on investment (see section below), the sales generated during the six-month deferral period will help to ensure that your CrosbyStore™ will pay for itself at the time of billing. In addition, Crosby will cover the annual membership fee for your first year as a CrosbyStore™ Dealer. These benefits mean that there is no money due from the date you sign up!

HOW DOES MY INVESTMENT PAYOFF IN 3 MONTHS?

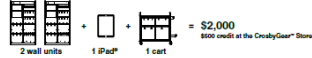
For example, let's say you order 2 wall units, 1 iPad® terminal (includes iPad®) and a block cart, which includes delivery and setup costs. This makes your total cost \$6,600*. Based on a standard rate of return on investment, the cost you invested in your CrosbyStore™ will pay for itself in 3 months.



The estimated cost of inventory for the units is \$19,614 X 20% (standard walk-in margin after cost) X 3 time average product turns per year = 4.5 months to ROI.
 *Shipping cost shown does not include cost of new product inventory.

MEMBERSHIP FEE:

After the first year, an annual membership fee is required and covers CrosbyStore™ display maintenance. The cost of your company's membership is variable and is based on the number of display units and accessories you order. A typical small store consists of 2 wall units, an iPad® and a cart. This example shows how the membership would be calculated:



HERE IS HOW THE NUMBERS BREAK DOWN:

Day 1	1-2 Months	3 Months	1 Year
Receive a CrosbyStore™ Dealer sign contract	ROI for above future software*	Initial investment due	Pay website annual membership fee CrosbyStore™ display maintenance
Order stock inventory	Receive Crosby gear order support		Receive Crosby gear order support
First year membership FREE			

* Based on 3 time annual inventory turn at 20% margin. Individual store performance will vary.

PROGRAM REQUIREMENTS:

- Sell and install a full line of Crosby Products
- CrosbyStore™ signage must be prominently displayed
- Ability to bring in and promote new Crosby Products
- Maintain a minimum stock of CrosbyStore™ displayed products
- Report Crosby purchases/orders on request by The Crosby Group LLC
- Signed CrosbyStore™ Dealer Program Agreement
- Signed copy of Crosby's Copyright and Trademark Agreement on file

DISPLAY SELECTIONS:

Chain Accessories Display Wall Unit
 Display accommodates one each of the following products unless specified. Cost of product not included in display cost. \$710 to 7: \$710 11; \$745 27; \$745 31; \$745 37; \$745 41; \$745 47; \$745 51; \$745 57; \$745 61; \$745 67; \$745 71; \$745 77; \$745 81; \$745 87; \$745 91; \$745 97; \$745 101; \$745 107; \$745 111; \$745 117; \$745 121; \$745 127; \$745 131; \$745 137; \$745 141; \$745 147; \$745 151; \$745 157; \$745 161; \$745 167; \$745 171; \$745 177; \$745 181; \$745 187; \$745 191; \$745 197; \$745 201; \$745 207; \$745 211; \$745 217; \$745 221; \$745 227; \$745 231; \$745 237; \$745 241; \$745 247; \$745 251; \$745 257; \$745 261; \$745 267; \$745 271; \$745 277; \$745 281; \$745 287; \$745 291; \$745 297; \$745 301; \$745 307; \$745 311; \$745 317; \$745 321; \$745 327; \$745 331; \$745 337; \$745 341; \$745 347; \$745 351; \$745 357; \$745 361; \$745 367; \$745 371; \$745 377; \$745 381; \$745 387; \$745 391; \$745 397; \$745 401; \$745 407; \$745 411; \$745 417; \$745 421; \$745 427; \$745 431; \$745 437; \$745 441; \$745 447; \$745 451; \$745 457; 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Exhibit B

Dealer List Prices



www.thecrosbygroup.com

***Suggested Resale
Price Schedule
RS-2015***

CROSBY® LEBUS® MCKISSICK®

NATIONAL® CROSBY CLAMP-CO® CROSBYIP®

Effective Date January 1, 2015. Replaces all previous price lists. Prices subject to change without notice.

Dealer Initials _____.

Exhibit C

Dealer Standard Terms

**The Crosby Group LLC
TERMS OF SALE
EFFECTIVE May 1, 2014**

Prices, terms, conditions and policies pertaining to the current Price List supersede all previous prices and terms. Prices are subject to change without notice. All orders are subject to acceptance by The Crosby Group, LLC ("Crosby"). Crosby's acceptance of Purchaser's purchase order is expressly made conditional on Purchaser's assent to these Terms of Sale ("Terms") and the terms set forth in Crosby's final proposal/quotation. These Terms supersede any preprinted general terms and conditions appearing in Purchaser's general terms and conditions, all prior proposals, quotations, negotiations and communications, oral or written, between the parties with respect to the same. Crosby's distributors and agents shall have no authority to bind Crosby.

FREIGHT AND DELIVERY TERMS

1. Free On Board (FOB) point of shipment.
2. On single order shipment of \$5,000 (US\$) net or over, full freight is allowed to destination in the Continental United States, not to exceed the lowest L.T.L. truck rate available to Crosby. Freight is allowed to Seattle or equivalent rate point on Alaska shipments and to port of exit on shipments outside the Continental United States. All prepaid shipments will be made via routing of our choice. All orders that are "Drop Shipped" to Purchasers outside the distributor's geographical area may not qualify for freight allowed, and will be shipped at distributor's expense.
3. National presses, parts or dies are shipped FOB Jacksonville, Arkansas.
4. All shipment and invoice discrepancies must be reported to Crosby within 15 days from date of invoice. Proper receiving procedures and filing of motor carrier claims are the responsibility of Purchaser.
5. Crosby may make partial shipments. Each shipment will be considered a separate and independent transaction, and may be invoiced separately.
6. Crosby may charge Purchaser a reasonable amount for any storage of the goods due to Purchaser's change in the delivery or shipment date and invoice Purchaser accordingly.

PAYMENT AND PRICE TERMS

1. Standard terms of payment with approved credit are net 30 days. A service charge of one and one-half (1- 1/2%) may be added at at Crosby's discretion at the end of each month against all invoices that are over 30 days old. These charges will appear on your monthly statement.
2. Crosby may suspend further performance on any open Purchase order if payment is not received within 60 days after date of invoice. Purchaser may set off any amounts owed to Purchaser or any Purchaser affiliate against any past due amounts owed by Purchaser to Crosby. Parts and non-stocked items are subject to additional charges.
3. Minimum order charge is \$100.00.
4. Prices in effect at time of shipment will apply.
5. Volume Discount will be allowed only if standard payment terms are met. Unearned volume discounts will be charged back to Purchaser's account.
6. Shipment by Crosby shall, at all times, be subject to the prior approval of our credit personnel and Crosby may, at any time, withhold shipments until accounts are brought back into terms satisfactory to the credit personnel.
7. Purchaser is responsible for payment of any and all taxes (including VAT), duties or tariffs imposed by any nation, federal, state, local or other jurisdiction or taxing authority in connection with or related to Purchaser's order.

VOLUME DISCOUNT PROGRAM

All applicable price schedule line items contribute to the total dollar value of the order.
Volume discounts are applied as follows:

ORDER SIZE	DISCOUNT	DETAILS OF THE VOLUME DISCOUNT PROGRAM:
\$ 0 to less than \$20,000 . . .	No Discount	1. Purchases of goods listed in Crosby's Price Schedule at standard distributor cost, for
\$20,000 to less than \$45,000 . . .	7%	

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\$45,000 and over . . . 10%

immediate delivery to a single destination, qualify for the Volume Discount Program. P.O.A. and certain quantity prices do not qualify.

2. While purchases of any other goods do not qualify for a volume discount, they contribute to the order total for qualification purposes.
3. Volume Discount will be allowed only if standard payment terms are met. Unearned volume discounts will be charged back to Purchaser's account

RETURNED GOODS POLICY

CROSBY WILL ACCEPT THE RETURN OF GOODS FOR CREDIT ONLY WHEN PURCHASER HAS BEEN OFFICIALLY AUTHORIZED IN WRITING BY THE CROSBY SERVICE DEPARTMENT, LOCATED IN TULSA OKLAHOMA.

Items not normally carried in stock per Crosby's current price schedule are non-returnable. Crosby also reserves the right to establish a minimum dollar return or to decline to accept the return of any goods for which a Returned Goods Authorization has been requested. Proof of purchase must be established on all returned goods. Crosby will not accept the return of goods purchased over one year, based on the original invoice date. The price shown on the Request for Return must coincide with the original invoice price. Crosby's Order Number and Invoice Number must be furnished on the Request for Return to expedite the processing of a Return Goods Authorization. After authorization is received, all returns must be shipped to the designated location. Any goods returned without authorization will be subject to an additional handling charge. The Returned Goods Authorization will be valid for 30 days from date of issue. A 20 percent restocking charge, plus in-bound and out-bound freight charges, will apply to all returned goods.

ALL RETURNED GOODS WILL BE SUBJECT TO CROSBY'S INSPECTION, MUST BE OF CURRENT DESIGN AND FINISH, AND MUST BE IN A RESALABLE CONDITION UPON RECEIPT AT THE DESIGNATED LOCATION. Any goods returned within the guidelines of this policy or for inspection and/or repair, may be subject to a minimum of \$50 handling/inspection charge should the goods (s) be determined to be non-Crosby, or in a non-resalable condition or unrepairable.

LIMITED WARRANTY

Crosby warrants that goods of its own design and manufacture (i) will be free from defects in Crosby supplied material and workmanship and (ii) will perform in accordance with Crosby's performance specifications while the goods are in a clean condition and are being properly operated within the stated design limits of such goods.

Crosby warrants that goods it manufacturers pursuant to specifications provided by Purchaser (i) will be manufactured in accordance with such Purchaser specifications, and (ii) will be free from defects in Crosby supplied material and workmanship.

Crosby's warranties do not apply to goods requiring replacement because of normal wear and tear, corrosion or erosion. These warranties shall be voided as to any part of the goods that have been subject to abuse, misuse, improper installation (to the extent not installed by Crosby), operation or maintenance, accident, negligence, use other than as designed or intended, or modification not specifically authorized by Crosby.

Unless otherwise agreed in writing by Purchaser and Crosby, Crosby makes no warranty or representation that the goods will conform to any federal, state or local laws, regulations, codes or standards.

The warranties set forth above do not apply to goods, components, accessories, parts or attachments manufactured by other manufacturers; such being subject to the third party manufacturer's warranty, if any. To the extent not prohibited by the manufacturer's warranty, Crosby shall pass through to Purchaser such manufacturer's warranty.

Crosby does not warrant items furnished from Purchaser's designated vendors.

In the event of any breach of warranty during the warranty period, Purchaser and Crosby expressly agree that Crosby's sole liability and Purchaser's sole remedy for breach of warranty is LIMITED to Crosby's choice of repair, replacement or refund of the purchase price of any goods or part thereof determined by Crosby to be defective within the first 12 months following the delivery of the goods to Purchaser. Purchaser and Crosby expressly agree that upon termination of the 12 month warranty period, the goods shall have no further warranty.

ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. PURCHASER HEREBY WAIVES ALL OTHER WARRANTIES, RIGHTS AND REMEDIES ARISING BY LAW OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, EXPRESS WARRANTIES, THE IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND IMPLIED WARRANTY OF FITNESS

Dealer Initials _____.

FOR A PARTICULAR PURPOSE. ADDITIONALLY, CROSBY HEREBY DISCLAIMS ANY OF ITS OBLIGATIONS OR LIABILITIES ARISING FROM STATUTE, WARRANTY, CONTACT, TORT OR NEGLIGENCE.

LIMITATION OF LIABILITY AND DAMAGES

Under no circumstances shall Crosby be liable for any consequential, incidental, special, punitive or exemplary damages as defined by the law governing the parties' contract, nor for any loss of anticipated profits, loss of revenue, loss of production, loss of business opportunity, loss of use of equipment or any installation, system or facility into which Crosby's goods may be located. Notwithstanding any other provision of the parties' contract to the contrary, Crosby's total cumulative liability arising out of or in relation to the design, manufacture, sale and servicing of the goods furnished pursuant to the parties' contract, including liability for default, indemnity, rework, re-performance, or replacement, under any cause of action, whether in tort, contract or otherwise at law, shall not exceed a cumulative sum of the purchase price paid by Purchaser regardless of cause and whether any such liability arises by reason of negligence or breach of duty (whether statutory or otherwise) on the part of the Crosby, its affiliated companies and subcontractors, and its and their officers, directors, employees and agents, and Purchaser will hold all such entities and persons harmless from and against any and all such liability in excess of this amount.

MISCELLANEOUS

Drawings: All drawings, data, inventories, procedures, quotations and other technical information, if any, supplied by Crosby shall remain the property of Crosby and shall be held in confidence by Purchaser. Purchaser shall not reproduce, use or disclose such information to others without Crosby's written consent.

Export Control - For Non-Domestic Shipments: Any purchase of goods by Purchaser from Crosby or its distributors shall at all times be in strict conformity with all relevant export control laws and regulations. Purchaser will not make any disposition by way of trans-shipment, re-export, diversion or otherwise of the goods, except as such laws and regulations may expressly permit (with Purchaser bearing full responsibility for obtaining any required export licenses or other permits), and no such disposition or transfer will be made other than to the ultimate country of destination specified in Purchaser's order. Purchaser will furnish, upon request, proof that the goods have entered, and will remain in, the specified destination country. Purchaser hereby agrees to indemnify, defend and hold harmless Crosby and its employees from and against any and all claims, demands, damages, costs, penalties and fines arising in connection with any alleged breach of this Section by Purchaser, its employees or agents.

Choice of Law: Purchaser and Crosby expressly agree that any dispute arising out of these Terms and the purchase, use or operation of the goods shall be governed by the laws of the State of Oklahoma, excluding any conflicts of law rules.

Resolution of Disputes: Purchaser and Crosby expressly agree that any dispute arising out of these Terms and the purchase, use or operation of the goods shall, upon written notice by one party to the other party, be resolved through binding arbitration. The arbitration shall be governed by the rules of the American Arbitration Association. The location of any arbitration proceeding shall be Tulsa, Oklahoma. In no event shall Crosby be liable for incidental or consequential damages as part of the arbitration award. The award, decision, or filing rendered by the arbitration shall be final, and judgment may be entered upon it in accordance with the applicable law of any court having appropriate jurisdiction.

NOTE: Crosby reserves the right to modify the sales terms and conditions as warranted. To ensure you have the current version, please visit www.thecrosbygroup.com and logon to Business Partner Central.

Exhibit D

Minimum Inventory Levels for CrosbyStore Displays

CROSBY PRODUCT	INVENTORY LEVEL
Shackle Wall Display	10
Chain Wall Display	10
Clamp Wall Display	4
Miscellaneous Wall Display	5
Cart	5

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