

TERMS AND CONDITIONS OF SALE

Effective: January 2019

Application of Conditions: Any purchase order or similar document given to All American Hose shall be considered as an offer to purchase on the part of the customer and shall be subject to acceptance in writing by All American Hose. These conditions of sale shall be a part of such acceptance and shall prevail over any inconsistent terms of such offer, except as these conditions may be waived, altered or modified in writing by an officer of All American Hose.

Terms of Payment: All invoices are 1% 10 net 30 days (for established accounts) in the United States and Canada (when payment is made by credit card, prices are net a 3% service charge) FOB Factory unless otherwise noted; Exports are net Ex-works factory (per incoterms 2010) unless otherwise noted. Accounts past due are subject to a late fee of 1.5% of the balance per month or any portion thereof; accounts that are submitted for collection are subject to a collection fee of 15% of the past due amount, including late fees.

Prices and Quotations: Prices are subject to change without notice, but any such change shall not affect orders already accepted and shipped within 30 days of the change. Prices quoted are firm for 60 days from the date of quotation. Typographical and mathematical errors and omissions are subject to correction by All American Hose at any time. Orders presented at quotation prices that are of lesser quantity than was quoted are subject to price adjustment at the sole discretion of All American Hose.

Taxes: Prices given are exclusive of all taxes, duties, tariffs and fees.

Deliveries: All American Hose shall not be responsible for delays or failure in delivery performance due to Acts of God, war, riot, legal restrictions, material shortages, labor controversies, delays in transportation, or any cause beyond its reasonable control.

Cancellations: Orders cannot be cancelled once placed and accepted without the consent of All American Hose and upon terms which will reimburse All American Hose for costs incurred and a reasonable profit.

Designs and Published Data: All American Hose reserves the right to change designs and specifications of its components or to discontinue any items without notice. Such changes are not to be considered retroactive and All American Hose assumes no responsibility for revision of products sold before such changes. Catalogued information is sufficiently accurate for general use, but All American Hose assumes no responsibility for errors and omissions.

Returned Goods: All American Hose will accept no returns without written permission prior to shipment. All goods returned will be subject to a 20% restocking fee. Any credit allowed for returns will be based on the invoiced price.

Limited Warranty: All American Hose warrants that it will replace defective products sold provided:

- A. Customer notifies All American Hose of any claims of defects in materials or workmanship within the specified warranty period;
- B. Return of goods is authorized by All American Hose, evidenced by an RMA (Returned Material Authorization);
- C. Goods subject to an RMA are returned within 30 days of authorization (shipping charges may apply for non-product warranty claims)
- D. Products or parts are found to be defective in materials or workmanship upon examination by All American Hose. Products shall not be considered as defective or non-conforming if they substantially fulfill performance requirements and are manufactured in accordance with All American Hose specifications. This warranty will not extend to goods which have been subject to misuse, neglect, accident or improper installation, misapplication under conditions not expressly made specifically known to or approved by All American Hose in advance of shipment, or which have been repaired or altered outside our factory. All American Hose's liability shall be limited to replacement or repair of All American Hose's products.

Exclusions / Express and Implied Warranties: The foregoing warranty is in lieu of all other warranties and All American Hose makes no other warranties, expressed or implied. Customer agrees to assume all risk and liability resulting from the use of products, whether used singly or in combination with other products. There are no oral agreements or warranties collateral to or affecting the sale of All American Hose's products. All American Hose shall not be liable for any expense, damage, penalties, or indirect or consequential damage of any kind suffered by the customer or anyone else with respect to defective or non-conforming material. The implied warranty of merchantability and fitness for a particular purpose are excluded from the sale of All American Hose's products.

Patents: Customer agrees to indemnify and hold harmless All American Hose against all claims and losses for infringement of any patent arising from production in accordance with customer's designs and/or specifications.

Indemnification of Seller: All American Hose does not sell its products for use in ultra-hazardous activities. Customer represents that it will use All American Hose's products in normal commercial use only and not in ultra-hazardous uses, including without limit, aircraft, spacecraft, pollution and hazardous substance control. Customer assumes the risk of all damage loss, cost and expense against any and all liability damage, loss, cost and expense which may arise out of Customer's use of All American Hose's products, whether or not the same is caused by negligence of All American Hose, in excess of the amount of liability insurance covering All American Hose with regard to such event.

Export Compliance: Buyer warrants that it is and will remain in compliance with U.S. export and re-export requirements, including but not limited to the Export Administration Act, the Arms Export Controls Act, the Foreign Assets Control Regulations, and any regulations, orders and license issued thereunder (collectively, the "U.S. Export Laws"). Buyer warrants that it has not been, and is not currently, debarred or suspended, prohibited or impaired from exporting, re-exporting, receiving, purchasing, procuring or otherwise obtaining any goods, commodities, or technical data by any agency of the government of the United States. Buyer will not re-export, sell, transfer or deliver, either directly or indirectly, any goods, commodities or technical data, or the direct product thereof to any country, person or entity where such would cause Seller or Buyer to be in violation of applicable U.S. export Laws. Seller will not be liable if authorization of any government is delayed, revoked, restricted or not renewed, and Buyer will not be relieved thereby of its obligations to pay Seller for the products or any other charges. Buyer will be responsible for timely obtaining and maintaining any required import license, exchange permit, or any other governmental authorizations required for the import or export or the product.

Governing Laws: The Laws of the State of Pennsylvania shall govern the sale of All American Hose products and any arbitration thereof.