



General Terms & Conditions: Customers

The following contains the general terms and conditions between WB Industries (WBI) and its customers (Buyer):

- 1. ORDERS:** WBI will only accept an order from the Buyer based strictly on the WBI Quote. Any requirements, terms and/or conditions contained in a Purchase Order or Contract (including Change Orders) issued by Buyer, or Buyer's Agent, which are in addition to or conflict with the Quote, are rejected. It is expressly understood that WBI and Buyer will not be bound to any other requirements, terms and/or conditions than those contained in the WBI Quote. Buyer's acceptance of the quote constitutes its acceptance of the terms & conditions. Buyer will issue all Purchase Orders or Contracts in accordance with the WBI Quote. WBI Quotes are valid for 30 days from date on Quote, unless specifically stated otherwise on the Quote. WBI may offer a discount for invoices paid NET 10 days or sooner. Taxes and other fees are not included unless specifically stated on the Quote. Drawings and other materials that contain Buyer's proprietary information (including electronic files) developed by WBI as a result of executing an order shall remain the property of WBI, unless specifically stated otherwise on the Quote. Such information will be treated as confidential and shall not be disclosed to any third party without prior written consent of the Buyer.
- 2. PRICE & PAYMENT:** Unless stated otherwise in Quote, all prices quoted are U.S. Dollars. Accounts will be opened only on approved credit. WBI reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security, or payment in advance for the amount of the order involved. Invoicing by WBI typically occurs at either (i) the completion of fabrication for item(s) that are to be picked up by Customer, or (ii) at time of shipment, for items shipped by WBI. WBI reserves the right to invoice for partial shipments as they occur, or for the purchase of material or other services (detailing, etc.) that occur before the completion of the job; however, WBI will not invoice for work not yet completed without prior arrangement with the Buyer. Buyer will pay WBI for materials shipped and/or services performed no later than thirty (30) calendar days after the invoice date. All sums not paid within the thirty (30) day period are subject to interest at a rate of 1 ½% per month from the date due until the invoice amount and applicable interest charges have been received by WBI. Buyer's failure to make timely payment may result in the suspension of fabrication and/or shipment of any other order WBI is processing for Buyer. In addition, delinquent accounts may be placed on COD basis. Buyer agrees to pay all reasonable attorney's fees that WBI may incur as a result of its attempts to collect outstanding balances.
- 3. TITLE & DELIVERY:** Unless specifically stated so on the Quote, the goods and/or services being offered by WBI are "FOB – Origin", and do not include shipping from our facility. Products sold hereunder shall become the property of Buyer upon delivery of the product by WBI to the carrier designated by Buyer or, in the absence of such designation, to the carrier selected by WBI for shipment to Buyer. WBI will ship materials in accordance with a mutually agreeable schedule, subject to delays caused beyond WBI's control. Costs incurred by WBI due to any delay caused by Buyer, Buyer's Agent, Buyer's customer or other entity working in conjunction with the Buyer will be reimbursed to WBI by the Buyer upon presentation of reasonable supporting documentation. WBI reserves the right to charge reasonable storage / handling fees for Buyer's items left in WBI possession beyond the contractual delivery date of those items (unless authorized

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in writing by WBI). Finally, for those item(s) left in WBI possession (even if paid for partially or in full by the Buyer) for a period of time well after the contractual delivery date, Buyer agrees to forfeit its rights of ownership of said item(s) and allow WBI to disposition these items at its discretion, once reasonable attempts have been made in writing by WBI to inform Buyer of such action.

4. **WARRANTY:** WBI warrants that all steel products of its manufacture shall be free from defects in materials and workmanship. If no later than twelve (12) months after delivery of the product, any delivered product is found to be defective in material or workmanship, WBI shall, at its option, repair, replace or extend credit for such defective part at its expense and with reasonable promptness provided WBI confirms existence of said defect. Buyer shall provide WBI with written notice of a claimed defect within sixty (60) days after the defect becomes apparent to Buyer. The warranties set forth here are exclusive. No other warranties of any kind, whatsoever, whether express or implied, or arising from course of dealing, course of performance, usage of trade, or otherwise, shall apply.
5. **COMPLIANCE WITH LAW:** WBI represents that it has complied with and shall continue to comply with all applicable foreign, federal, state and local laws, regulations, rule and ordinances applicable to the sale of goods and services ordered by Buyer. All materials used in manufacturing shall satisfy all governmental and safety requirements with respect to restricted, toxic or hazardous materials, and all environmental, electrical and electromagnetic laws of the country of manufacture and sale.
6. **CANCELLATION:** Orders may be cancelled or deliveries deferred by Buyer with written consent of WBI only upon the condition that Buyer assumes immediate liability and makes payment to WBI for all work complete and incomplete, recovering WBI's costs and lost profits. WBI will recover from Buyer, (i) the unit sales price of completed work, (ii) work in progress on the basis of the percentage completion, (iii) raw material costs, (iv) unamortized tooling costs, (v) engineering, (vi) handling, (vii) overhead charges, and (viii) other cancellation charges incurred on the basis of cost to WBI, as well as, lost profits. All cancellation charges shall be determined at the time of cancellation or deferment.
7. **CHANGES:** Buyer may, at any time by written order, change the quantities, design (including drawings, materials, and specifications), processing, method of packing and shipping, and the time and place of delivery of the goods and services provided in the Quote; WBI will not make any such changes without Buyer's prior written approval. If any authorized changes affect cost or timing, Buyer shall adjust the purchase price and delivery schedules equitably. WBI shall use commercially reasonable efforts to minimize any increase in cost or delay in delivery.