

## FSI TERMS AND CONDITIONS OF SALE

Effective: Mar 13, 2019

### TERMS & CONDITIONS:

Net 30 days rated accounts, FOB FSI Sheffield Lake OH, with a 5% Prompt Payment discount off the product only portion for invoices paid within 10 calendar days of invoice/ship date at FSI discretion. This discount can be discontinued at any time with or without notice.

For orders from new or certain existing accounts paid for via Corporate Check, Wire or ACH transfer - order processing will not commence until the funds are secured and in FSI's account – so please allow up to 10 business days in such cases.

CERTAIN PRODUCTS SUCH AS SAFETY TANK SHOWERS, MCI TRAILERS, THE DAT15T AND MOBILE FIELD HOSPITAL SYSTEMS AS DEFINED SOLELY BY FSI, HAVE STAGED OR PREPAYMENT IN FULL PAYMENT CRITERIA. THEREFORE NO PROMPT PAY DISCOUNTS WILL APPLY - ASK FSI FOR DETAILS.

FSI strongly recommends payment via check or electronic means using ACH or wire transfer to which a modest 35.00 fee to cover bank charges may apply. If invoices are paid via credit card a 6.5 % surcharge to cover service fees and non-qualifying process fees will be added to the invoice/charged amount. A 2.5 % prompt discount off the product only portion once the credit card fees have been applied may be allowed at FSI discretion for invoices paid within 10 calendar days of invoice/ship date. For International invoices paid with Internationally issued VISA/Master Card credit cards (inclusive of Canada) please note the invoice will have a 9% surcharge added to the invoice total. This is due to Merchant fees related to exchange rates.

For orders under \$350.00 FSI will add a \$20.00 order processing fee – at FSI discretion (may be increased at any time).

FSI will apply a 1.5% late charge fee per month, compounding monthly, at FSI discretion, for any order over the 30 day net terms.

If FSI deems it necessary to seek outside assistance for recovery of monies owed, customer agrees to pay all costs of collection (not less than 25 % but not more than 33 1/3 %) as well as court costs and reasonable attorney fees through and including the appellate level. Any/all legal matters shall be governed by and construed in accordance with the laws of the State of Ohio, including its statute of limitations, without regard to the law of conflicts.

### PRICING:

Prices are subject to change without notice. All prices stated on our price list(s) are in US \$ funds. Back orders shipped at prices in effect at time of shipment unless otherwise agreed to by FSI Management. Taxes, if applicable, are extra. PROOF OF VALID RESELLER LICENSE MUST BE SUPPLIED TO QUALIFY FOR ANY OFFERED DISCOUNT. ALL THIRD PARTY/DROP SHIPMENTS INCLUDING EXPORT ORDERS WHERE THE DEALER'S BROKER PICKS UP AT FSI WILL BE SUBJECT TO A HANDLING FEE AS DESCRIBED BELOW IN FREIGHT. PRICES AS OFFERED ARE BELIEVED TO BE CORRECT, BUT ARE SUBJECT TO CHANGE AND CORRECTION AT ANY TIME AS NEEDED. CONFIRM PRICES PRIOR TO PLACING ORDERS.

### ORDER CANCELLATION:

Order cancellations may be accepted at FSI discretion within 5 calendar days of order entry. In no cases are order cancellations, changes or returns acceptable on non-standard, specialty, or customized orders and other items as defined solely by FSI – SEE PUBLISHED PRICE LISTS AND/OR ASK FSI FOR DETAILS.

### QUOTATIONS:

Any and all quotations given by FSI and/or prices taken off the published FSI suggested List Prices should be considered valid for a maximum of 60 calendar days.

### PRODUCT SUBSTITUTIONS

Product substitutions that meet intent of the offered product below must be allowed as required. IN SOME CASES PRODUCTS ORDERED MAY HAVE BEEN DISCONTINUED FOR VARIOUS REASONS. FSI WILL ENDEAVOR TO FIND AND OFFER AN APPROX. EQUAL OR BETTER PRODUCT AT THE SAME PRICE IF POSSIBLE. IF NOT DOABLE ALTERNATE PRODUCTS MAY BE OFFERED AT PRICES CURRENTLY IN EFFECT. PRODUCTS MAY ALSO BE DISCONTINUED AT ANY TIME WITHOUT NOTICE.

### RETURN POLICY:

Returns may or may not be acceptable to FSI at FSI's discretion. Regardless any returns will be subject to the following conditions: (a) All returns must be approved prior to return and a returned goods authorization (RGA) obtained and referenced on return. b) All returned goods must be current items (less than one month old from date of invoice/shipment), and in like new resalable condition. If not returns may be refused or restock charges adjusted accordingly. c) A copy of the original invoice must accompany returns. d) A Minimum restocking charge of 25% will be charged plus any and all associated freight, packing and other costs. e) No freight collect returned goods shipments will be accepted. ALL RETURNS MUST BE SHIPPED TO FSI FREIGHT PREPAID. FREIGHT AND HANDLING CHARGES WILL NOT BE CREDITED IN ANY CASE. Credit to be issued subject to restock charge and inspection. Credit to be used against future purchases - valid for 1 year. GOODS MUST BE IN LIKE NEW CONDITION IN ORIGINAL PACKAGING AS DEFINED SOLELY BY FSI. Special non-standard products AS DEFINED SOLELY BY FSI are not returnable. Once the allowed 5 calendar day order cancellation date is past goods become subject to this return policy as allowed by law.

### NON-WARRANTY RETURNS FOR INSPECTION / REPAIR

ALL SUCH RETURNS MUST BE SHIPPED TO FSI FREIGHT PREPAID. FREIGHT AND HANDLING CHARGES WILL NOT BE CREDITED IN ANY CASE. Regardless of whether goods are repairable or not the return expenses will not be borne in any way by FSI.

### DEMONSTRATION POLICY

It is not FSI's policy to offer products for demonstration purposes but as and when same occurs please be aware all freight expenses both ways are to the account of the borrowing party. Further any damage at all and / or any associated cleaning expenses will also be borne by the borrower.

### TRAINING POLICY

FSI proudly offers training on the use, care and maintenance of all products to both the end user and FSI Distributors as follows and subject to the following terms and conditions:

FSI offers multiple set up, tear down, care and use, and other videos that can be found on our web site [www.fsinorth.com](http://www.fsinorth.com) at <http://www.fsinorth.com/training/videos.html> - such videos along with nominal practice sessions (along with support from your distributor and instant access to FSI technical support) are deemed sufficient training sessions in the vast majority of instances.

Further FSI commits to helping clients learn about their FSI products via courtesy NO CHARGE visits by FSI factory personnel to occur in the course of the regular travel schedules of FSI personnel. Due to limited manpower it must merely be noted that this may take some time between your request and the visitation and must occur based on FSI's travel schedule which we will endeavor to co-ordinate with the end user's needs. FSI requires the FSI authorized distributor attend the training as well to learn, support FSI efforts, and to take other add-on orders as may be placed by the end user.

When a client requires FSI personnel to "train on demand" or in accordance with their needs and schedule, FSI then would offer such training as quickly as feasible at the mutually agreeable time and FSI would CHARGE per Part No. # F-T 'training' at the price in effect at that time per the FSI established price list in effect. FSI requires the FSI authorized distributor attend the training as well to learn, support FSI efforts, and to take other add-on orders as may be placed by the end user.

### SHORT OR DAMAGED SHIPMENT INSPECTION ON DELIVERY:

FSI North America must be notified in writing within 10 days of date of shipment if a discrepancy exists. FSI advises client must inspect all components of all shipments on receipt before signing for and releasing freight company driver. FSI will not be held responsible in any way for damage, loss, or other matters found following a signed release by the receiver

#### **PACKING LIST:**

FSI shows quantity ordered/shipped, ship weight and quantity on back order.

#### **CREDIT POLICY:**

It is FSI's policy to extend credit subject based on the merits of the individual dealer credit applications; all first orders must be paid in advance. FSI reserves the right to extend credit. FSI reserves the right to withdraw offered credit for unsatisfactory payment performance. FSI's terms of net 30 calendar days are strictly enforced and the prompt payment discount as detailed above is meant to encourage same. Prompt payment discounts on all first orders entered will not apply, at FSI discretion.

Credit/Dealer applications may be obtained by contacting FSI offices. Credit line activation will take effect following an initial order prepaid by credit card/check/wire transfer. All Export orders must be paid for via wire transfer in advance of order processing. FSI expenses incurred in wire transfers to FSI must also be paid by client – at time of this writing a US \$ 35.00 fee and is subject to change without notice.

\* Any credits issued by FSI (on such things as authorized product returns for credit/other as may occur from time to time) are valid in the calendar year issued only and may not be carried over to the next year without prior FSI management approval. In any case such credits will expire after one calendar year from date of issue regardless.

#### **MINIMUM ORDER:**

Dealers, Distributors, and OEM's in order to obtain trade discounts, must place orders in excess of US \$350.00 net otherwise FSI may add a \$20.00 order processing fee – at FSI discretion and list prices may be charged – at the discretion of FSI. All orders must be on Distributor stationary and sent in from Distributor location.

#### **COMPLETED GOODS/ GOODS READY FOR SHIPMENT:**

FSI offers products individually and in 'systems' that are of significant dollar value. As a result when FSI advises products are complete and ready for shipment/pickup/delivery customer understands and agrees to make payment as agreed and take delivery/pick up within five calendar days maximum. FSI reserves the right, as needed, to substitute like products that will meet the intent of the specification that may result from product changes, discontinuance, changes in laws/rules/controls/other.

#### **FREIGHT (DOMESTIC TO INCLUDE USA AND CANADA):**

Terms are FOB Sheffield Lake, OH. All shipments prepaid & billed. Premium shipments at customer's request/expense. Other at client request/expense. ALL THIRD PARTY/DROP SHIPMENTS WILL BE SUBJECT TO A HANDLING FEE AT FSI DISCRETION as follows: All LTL or larger shipments 50.00; All UPS shipments = 1 % of order value with a minimum \$5.00 fee to a maximum \$50.00.

**If a specific freight carrier or courier is requested or required – and FSI does not or cannot establish an account with said freight carrier or courier be advised FSI will be forced to impose a handling/service fee of 20.00 or more to cover added costs.**

#### **EXPORT ORDERS:**

(Does not include Canada) Export orders are payable via wire transfer of funds in US dollars only. Orders are only processed upon receipt of funds in full. Shipping terms are TO BE PER 'INCOTERMS 2010' CPT UNLESS OTHERWISE DISCUSSED AND AGREED TO BY FSI. EX-WORKS only WILL BE THE OTHER ALLOWED SHIPPING METHOD FOR ESTABLISHED CLIENTS WITH USA BASED FREIGHT FORWARDERS/BROKERS. On request FSI will provide client designated freight forwarder with estimated weight/dimensions. All costs from time of pick up at FSI are to client account. Order processing lead times do not include time in transit to destination. EXPORT CLIENT FREIGHT FORWARDER PICKUPS AT FSI ARE SUBJECT TO A HANDLING FEE AT FSI DISCRETION as follows: All LTL or larger shipments \$50.00; all UPS shipments = 1 % of order value with a minimum \$5.00, to a maximum \$50.00. U.S. OR FOREIGN LAWS AND REGULATIONS MAY REQUIRE A LICENSE BEFORE AN EXPORT OR RE-EXPORT TO CERTAIN DESTINATIONS OR PARTIES. CLIENT WILL COOPERATE WITH FSI IN OBTAINING ANY REQUIRED EXPORT OR RE-EXPORT LICENSES AND BE RESPONSIBLE FOR ALL ADMINISTRATIVE AND LEGAL COSTS IN DOING SO INCURRED BY EITHER PARTY. THE EXPORT, RE-EXPORT, DIVERSION, OR TRANSSHIPMENT OF FSI PRODUCTS CONTRARY TO APPLICABLE LAWS AND REGULATIONS IS STRICTLY PROHIBITED.

#### **General: Entire Agreement**

These Terms and Conditions of Sale ("Terms"), any attachments or related exhibits, and any additional or different terms appearing on FSI's final order acceptance, shall govern the relationship between the Buyer and FSI and constitute the entire agreement between FSI and the Buyer of FSI products. "Buyer" shall mean the party issuing a purchase order to FSI, whether or not it is the end user of the Products. "Products" shall mean those items offered for sale by FSI (including parts) on the date it accepts the Buyer's purchase order. These Terms shall supersede any previous communications, representations, promises, agreements, warranties, or statements between FSI and the Buyer, whether oral or written, regarding Product sales, all of which shall be given no effect or force. Any Buyer terms of sale are rejected by FSI and shall have no force or effect, unless expressly agreed to, in writing, by FSI. No course of conduct, acquiescence in a course of performance, any prior dealings between FSI and the Buyer and or usage of the trade shall be relevant to supplement or explain any term used in these Terms. No waiver or modification of any Terms shall be effective or binding on FSI, unless made expressly, in writing.

#### **Limitation of Liability**

Under no circumstances will FSI be liable for any damages, penalties, costs, or offsets arising out of or in connection to the failure to deliver or late delivery of any order including, without limitation, indirect, incidental, consequential, special, or exemplary damages.

#### **Force Majeure**

FSI shall be excused from its delivery obligations and not be liable to the Buyer for failure to sell or supply, for any delay in selling or supplying any of the Products, in the event of or due to acts of God, fire, explosion, flood, war, terrorism, riots, warlike conditions, hostilities, sabotage, civil unrest, labor disputes, epidemic, shortage or failure of supply of raw materials or equipment, shortage or failure of power, interruption, shortage, failure or delay of supply of communications or transportation, or any other similar circumstances or events that is beyond FSI's reasonable control.

#### **Intellectual Property Rights**

FSI asserts all its trademarks, trade names, trade dress, patents, utility models, industrial designs, drawings, copyrights, internal manufacturing procedures, product specifications, and all other intellectual property (collectively "Intellectual Property") it owns at the time the Buyer purchases the Products. Unless otherwise agreed in writing by FSI, all right, title, and interest in inventions, developments, improvements, or modifications of any Product made by FSI as a result of the Buyer's purchase shall remain exclusively with FSI. The Buyer's purchase of the Products does not grant to it a license or other rights in FSI's Intellectual Property rights. In the event a third-party claims any Product sold to the Buyer infringes any Intellectual Property rights, the Buyer shall (i) promptly notify FSI, in writing, of the claim; and (ii) upon request, grant FSI the sole authority to investigate and control the defense of the claim. Whether FSI defends such a claim brought against the Buyer is within FSI's sole discretion. FSI has no obligation to defend any such claim. Unless otherwise agreed in writing, the terms of this provision set forth the entire obligation and liability of FSI to the Buyer for claims of infringement by any Products sold or supplied to the Buyer by FSI.

### **Compliance with Anti-bribery Laws, U.S. Trade Laws, and Regulations**

The Buyer warrants and represents that it is familiar and will comply with the requirements of the U.S. Foreign Corrupt Practices Act (the "FCPA"), the OECD Anti-bribery Convention, and similar national laws that may apply to the Buyer or the sale of Products from FSI. In addition, the Buyer warrants and represents that it is familiar and will comply with United States laws, regulations, and executive orders, including but not limited to the Export Administration Regulations, the anti-boycott and embargo regulations (including the avoidance of transactions with any party listed on the "Denied Persons List", the "Denied Parties List" and the "Specially Designated Nationals" list maintained by the Department of Commerce and the Department of the Treasury, Office of Foreign Assets Control), and the International Traffic in Arms Regulations.

The Buyer agrees to indemnify and hold FSI harmless from and against claims, fines, penalties, settlements, assessments, damages, costs and expenses (including attorney fees) that may be sustained by reason of the Buyer's failure to comply with such laws and regulations. The Buyer will cooperate with FSI in obtaining appropriate export licenses for the Products and will submit all documentation requested by FSI in connection therewith. If the Buyer exports Products, the Buyer assumes responsibility for obtaining required export and import authorizations and will not export Products or any technical data in violation of applicable export regulations, including their diversion or transshipment. The Buyer agrees to include these requirements in any contracts for the resale of Products.

### **Choice of Law; Dispute Resolution**

Without regard to any conflict of law rules, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio, including its statutes of limitations and the United Nations Convention on Contracts for the International Sales of Goods, when applicable to the transaction. Any controversy or claim arising out of or relating to this Agreement shall be resolved by final and binding arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution held in Cleveland, Ohio, U.S.A. before a single arbitrator who is a national and active member of a bar of the United States. Buyer agrees to waive any sovereign immunity claims or defenses. All proceedings shall be conducted in English and all monetary awards shall be made in U.S. Dollars.