



## BLI TERMS AND CONDITIONS OF SALE

1. In addition to the terms of all purchase orders, confirmations, and invoices, Buyer and BlueLine Industrial, a division of BlueLine Partners, LP (Seller) agree to be bound to the following terms and conditions, all of which constitute the "Agreement". The Agreement is the complete and final expression of the agreement and understanding between the parties and supersedes all prior written or oral agreements. The Agreement may only be modified by a writing signed by both parties and which specifically references this Agreement by date.
2. "We hereby certify that the goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended and refutations and orders of the United States Department of Labor issued under the Section 14, thereof."
3. Buyer agrees to pay Seller's invoice price and that such price is the reasonable value of the goods. Payment is due within the net terms stated on the invoice. Payments on open account shall be applied first to overdue balances, then to current balances. Balances overdue accrue 1.5% interest for each month or portion thereof such balance remains due, or the maximum legal rate if less.
4. Seller may at any time or times, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller, when in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.
5. Seller retains title to all goods until full payment in good funds is received by Seller. Goods shipped or delivered are F.O.B. Seller's place of business, and risk of loss passes to Buyer upon the earlier of delivery or placement with a carrier. Buyer shall pay all applicable taxes and shipping costs.
6. Subject to the limitations below, Seller warrants that goods will substantially conform to Seller's specifications for a period of thirty (30) days from date of shipment. Mill specifications as provided by manufacturer, if any, for the goods herein, will be supplied to Buyer upon written request. EXCEPT AS EXPRESSLY WARRANTED ABOVE, GOODS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". BUYER WAIVES ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Seller, including its agents and associates, shall not be liable for any incidental; whether or not Seller knew such damages might be incurred. Seller's liability shall in all cases be limited to refunding the lower of the purchase price or the resale value of the goods, at Seller's option.
7. Seller's remedies for non-payment of this invoice shall include, in addition to all remedies provided by law, the right to repossess any goods in the possession of Buyer, purchased from Seller, the title for which has not passed to Buyer. Buyer shall surrender such goods upon demand to Seller or Seller's agent.
8. Buyer acknowledges upon receipt of goods that such goods are conforming, unless Buyer notifies Seller in writing within 24 hours of the time of delivery of any non-conforming goods. Seller will accept return of non-conforming goods, only when returned in original condition and packaging. Any conforming goods that have had any processing (i.e. machining, cutting, heat treating, etc.) may not be returned. Returns may be subject to restocking fee of up to 25% of the invoice price, at Seller's discretion. Buyer shall pay all shipping costs for returns.
9. In the event it becomes necessary for the Seller to incur and collection costs or file suit to collect payment, the Buyer shall be responsible for all such costs, including attorney's and expert fees. In any dispute or litigation between Buyer and Seller, whether related to this Agreement or not, Buyer agrees that California law shall apply and control and venue shall be in the Superior Court of the State of California, County of Orange, Central Justice Center, exclusively.