

**NORTHEAST TOOL DISTRIBUTORS
STANDARD TERMS AND CONDITIONS OF SALE**

These Standard Terms and Conditions of Sale ("Terms of Sale") represent specific agreements and understandings between Buyer and Northeast Tool Distributors which will apply to products purchased by Buyer from Northeast Tool Distributors from time to time ("Products"). Purchases hereunder may be made on Buyer's standard purchase order form ("Purchase Order") but any terms and conditions set forth on any Purchase Order that are in addition to or are inconsistent with these Terms of Sale shall be deemed stricken from the Purchase Order and shall be of no force or effect. These Terms of Sale shall apply to any Purchase Order whether or not these Terms of Sale are expressly referenced therein. These Terms of Sale and any Northeast Tool Distributors Quotation shall constitute the entire agreement between Northeast Tool Distributors and Buyer with respect to the Products.

1. Quotations:

Unaccepted Northeast Tool Distributors quotations shall expire thirty (30) days from their date of issuance. Requested changes in Products may result in a price quotation change.

2. Acceptance:

A written or oral Purchase Order shall be received prior to any performance by Northeast Tool Distributors hereunder. Such Order shall constitute the Buyer's acceptance of these Terms of Sale.

3. Elements of Purchase Order:

Each Purchase Order shall identify:

- (i) Date issued;
- (ii) Identification of Products ordered and product number;
- (iii) Quantity;
- (iv) Price of each item, based upon Northeast Tool Distributors then-current price list;
- (v) Requested delivery date to Northeast Tool Distributors FOB point of origin;
- (vi) Shipping information; and
- (vii) Billing information.

Northeast Tool Distributors shall use commercially reasonable efforts to fill all Purchase Orders accepted by Northeast Tool Distributors within the time stated for delivery in the Purchase Order but the delivery date specified in Purchase Orders shall be approximate only, and Northeast Tool Distributors reserves the right to readjust delivery schedules.

4. Invoice and Payment:

Invoiced amounts shall be due in full within thirty (30) days of the date of invoice. Invoices past due shall accrue interest charges at the rate of 1 1/2% per month, due and payable by the Buyer. In the event of a dispute, the prevailing party shall be entitled to recover reasonable attorney fees, court costs and other expenses incurred.

Payment shall be in lawful money of the United States of America. The purchase price for each Product purchased hereunder shall not include costs of freight, insurance, handling or other similar costs. Northeast Tool Distributors prices for Products shall not include sales, use, excise, import or similar taxes, or duties.

Northeast Tool Distributors is obligated to collect state sales tax or use tax. If Buyer is exempt from paying sales tax, Buyer must furnish a valid exemption certificate at the time Buyer places the order. If Northeast Tool Distributors does not receive a valid exemption certificate from Buyer prior to shipment of the Products, Buyer will be presumed to be subject to sales tax and sales tax will be billed at that time.

5. Quality and Inspection; Returns:

Buyer shall have the right to inspect Products at Buyer's sole cost and expense within two (2) business days after delivery and Buyer shall have the right to reject any and all Products that are nonconforming, defective, damaged or short in quantity within two (2) business days following delivery. Buyer shall be deemed to have accepted any Products delivered to Buyer unless Buyer gives Northeast Tool Distributors written notice within two (2) business days after delivery that Buyer has rejected any Products.

Products returnable for credit must be returned within one hundred eighty (180) days of sale, must be unused in salable

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condition in their original packaging, and are subject to a 15% restocking fee. Old cores must be returned within sixty (60) days and are subject to inspection by Northeast Tool Distributors before any credit will be issued. Warranty parts must be returned within five (5) days with V.I.N. and mileage. No returns are permitted for specially ordered Products, and no returns of any Products are permitted after one hundred eighty (180) days.

6. Warranty:

Northeast Tool Distributors shall pass through to Buyer the original manufacturer's warranty, if any, for Products.

7. Disclaimer of Warranties; Limitation of Liability:

Northeast Tool Distributors exclusive warranty with respect to any Product is set forth in Section 6 above. Except for Northeast Tool Distributors exclusive warranty set forth in Section 6 above, NORTHEAST TOOL DISTRIBUTORS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

In the event of a warranty claim, Northeast Tool Distributors shall have no obligation to process any such claim with the manufacturer of the applicable Product unless (a) Buyer promptly notifies Northeast Tool Distributors in writing of the alleged defect or nonconformity in the Product and offers the manufacturer a reasonable opportunity to cure such deficiency, and (b) Northeast Tool Distributors or the manufacturer's inspection verifies the existence of the alleged defect or nonconformity and determines it was not caused by damage or destruction, including any occurring while in shipment, improper installation, testing or repair (including any repair not by the applicable manufacturer's agents or employees or otherwise not consented to in writing by the applicable manufacturer or Northeast Tool Distributors), misuse, neglect, or alteration. THE PRICE ALLOCABLE TO ANY PRODUCT, AS PROVIDED FOR ON THE APPLICABLE NORTHEAST TOOL DISTRIBUTORS INVOICE, ALLEGED TO BE THE CAUSE OF ANY LOSS OR DAMAGE TO BUYER SHALL BE THE CEILING LIMIT ON NORTHEAST TOOL DISTRIBUTORS LIABILITY. IN NO EVENT SHALL NORTHEAST TOOL DISTRIBUTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES OR LOSS OF PROFITS IN CONNECTION WITH NORTHEAST TOOL DISTRIBUTORS OBLIGATIONS OR PERFORMANCE PURSUANT TO THESE TERMS AND CONDITIONS, WHETHER OR NOT RELATED TO WARRANTY OR OTHERWISE, WHETHER OR NOT FOUNDED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE.

Northeast Tool Distributors reserves the right to modify, from time to time, the warranty set forth in Section 6 above upon written notice to Buyer.

The prices quoted in this sale were determined in part on the basis that Northeast Tool Distributors liabilities and Buyer's remedies are limited as provided in these Terms of Sale and the prices would have been substantially different had those limitations not been agreed.

8. Termination and Cancellation:

Buyer may terminate any Purchase Order prior to fulfillment by Northeast Tool Distributors. Either party may terminate any Purchase Order or Northeast Tool Distributors Quotation immediately if the other party becomes insolvent, fails to pay its bills as due or makes an assignment for the benefit of its creditors. Either party may also terminate any Purchase Order or Northeast Tool Distributors Quotation immediately if the other party fails to perform any of its obligations hereunder. In the event of any such termination hereunder, other than due to Northeast Tool Distributors breach, Northeast Tool Distributors shall be entitled to the payment of prices specified on the applicable purchase order for all Products delivered to Buyer but not yet paid for.

9. Inconsistent Terms:

These Terms of Sale shall govern over conflicting terms on any Purchase Order.

10. Indemnity:

Anything to the contrary set forth in these Terms of Sale or any Purchase Order notwithstanding, Buyer shall indemnify, defend, and hold harmless Northeast Tool Distributors from any and all claims, actions, liabilities, losses, costs, damages or expenses resulting or claimed to result in whole or in part from any actual or alleged (i) misuse of any Product by

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Buyer or a user of any Product, (ii) misuse of any Product in the course of a demonstration of such Product by Buyer, its employees or agents, (iii) any action or inaction of Buyer, its employees or agents, or (iv) the display, assembly, service, sale, repair or installation of any Product by Buyer.

11. Independent Contractor:

The relationship between Northeast Tool Distributors and Buyer hereunder shall be solely that of independent contractors, and nothing herein contained shall be construed as creating any other relationship.

12. Choice of Law:

These Terms of Sale shall be governed by, and interpreted in accordance with, the laws of the State of Connecticut without regard to conflicts of laws principles that would require the application of any other law.

13. Force Majeure:

Northeast Tool Distributors and Buyer shall be excused for any failure or delay in the performance of their respective obligations hereunder due to fire, war, insurrection, government restrictions, government boycott or other governmental action, acts of God or the public enemy, pandemic, endemic, acts of terrorism, compliance in good faith with any applicable governmental regulation or order whether or not it proves to be valid, floods, riots, strikes, labor disputes, freight embargoes or transportation delays, shortage of labor, inability to secure fuel, material, supplies, equipment or power at reasonable prices or on account of shortages thereof, unusually severe weather, or other causes beyond the control and not due to the fault of the non-performing party.

14. Entire Agreement:

With respect to the subject matter herein, these Terms of Sale and any Northeast Tool Distributors Quotation represent the entire agreement between the parties involved, and supersedes all other agreements between the parties.