



TERMS & Quality Requirements

TERMS OF SALE

1. OFFER; ACCEPTANCE; TERMS OF SALE

- a. This Offer of Sale (Offer) made by Brennan Industries, Inc. or its subsidiaries (Brennan) is subject to the terms and conditions set forth below.
- b. This Offer may be accepted by customer (Customer), verbally or in writing by fax or electronic confirmation. Customer's order for any products, when communicated to Brennan shall also constitute acceptance of this Offer and the terms and conditions set forth below.
- c. Acceptance of this Offer is expressly limited to these terms and conditions set forth below. Brennan hereby objects to any terms and/or conditions proposed by Customer's purchase order or otherwise which are additional to or different from these terms and conditions; and such additional and/or different terms or conditions shall not become part of this Offer or part of any sales contract between Brennan and Customer.

2. PAYMENT; DISCOUNT; AND CREDIT TERMS

- a. Brennan accepts cash, checks, money orders, electronic transfers (ACH/Wire), Visa, MasterCard, and Discover. For customers with established Brennan credit, payment terms are net thirty (30) days from the date of shipment or pick-up of products. All credit extended by Brennan to customer and the limits of such credit, is at Brennan's sole discretion, and may be reduced or revoked by Brennan at any time, for any reason. As a condition for the continued extension of credit, customer agrees to provide Brennan with current credit information and the latest annual financial statement within ten (10) business days following request by Brennan. Brennan reserves the right to charge a convenience fee for late payments and shall bear interest at the maximum rate permitted by law for each month (or portion thereof) that payment has not been received. Cash discount terms are one percent (1%) if payment is received by Brennan within ten (10) days from the date of invoice. Orders placed for payment by credit card are net, and not eligible for any cash discount. All orders are subject to a \$25.00 minimum billing charge per order. All payments must be made in U.S. dollars. Brennan has the right of set-off and deduction for any sums owed by customer to Brennan.

If customer fails to make payment within thirty (30) days of shipment or pick-up, or fails to comply with Brennan's credit terms, or fails to supply adequate assurance of full performance to Brennan within a reasonable time after requested by Brennan, Brennan may defer shipments until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action (including without limitation, attorneys' fees and any and all other associated costs of collection), and/or may, at its option, cancel all or any part of an unshipped order. Additionally, customer, and each of its subsidiaries and affiliates, agrees to provide to Brennan proper authorization necessary for Brennan to request any financial information from third parties.

3. CREDIT BALANCE

Customer agrees that any credit balance(s) issued by Brennan will be applied to customer's account within one (1) year of its issuance. IF CUSTOMER HAS NOT MADE THIS REQUEST WITHIN ONE (1) YEAR, ANY REMAINING CREDIT BALANCE WILL BE CANCELLED, AND BRENNAN SHALL HAVE NO FURTHER LIABILITY.

4. SALES TAX

Customer is responsible for payment of all applicable state and local taxes, or for providing a valid sales tax exemption certificate.

5. SHIPMENT AND DELIVERY

All deliveries shall be made F.O.B. Brennan's Warehouse. Risk of loss shall pass to Customer upon Brennan's delivery to a carrier. Brennan shall have no liability for delays in delivery.
Rev 11-16-2015

6. INSPECTION

- a. Customer has a period of five (5) working days after receipt of shipment in which to inspect the products received. Customer may reject or refuse acceptance of any and all products not strictly in conformance with the requirements of Customer's purchase order.
- b. All non-conforming products will be held at Customer's risk and will be returned to Brennan in accordance with the terms below (see RETURNS).
- c. Payment for goods shall constitute acceptance thereof.
- d. Any claims by Customer for omissions or shortages in a shipment will be waived unless Brennan receives written notice thereof within five (5) working days after Customer's receipt of shipment.

7. RETURNS

- a. Products may be returned only with Brennan's prior written authorization in the form of a Return Goods Authorization Number (RGA#).
 - b. Returned products must be delivered or shipped freight-prepaid by Customer to a Brennan or customer warehouse location designated by Brennan, and are subject to Brennan's inspection. Unless otherwise authorized, return shipment shall be made by common carrier.
 - c. All returns shall be subject to a minimum handling charge/restocking fee of twenty percent (20%).
 - d. All returns must be clearly marked with the Return Goods Authorization Number on the package and must contain all paperwork.
 - e. Special ordered or modified Products are not returnable. Non-stock, special order (not in the catalog), customized items (including coatings) may not be cancelled or returned and any cadmium or zinc dichromate plated products are not returnable. ALL custom orders are sold on a "Final Sale" basis only. No cancellations, order amendments, returns, refunds or credits are allowed.
 - f. Product returns, if allowed, must be made within one (1) year from date of purchase, unless otherwise indicated. Returned product must be in original packaging, unused, undamaged, and in saleable condition. Proof of purchase is required in all cases. Product returns regardless of timing may be denied for any reasons and approval is at the sole discretion of Brennan.
 - g. At Brennan's discretion, Customer may be permitted to have one (1) stock adjustment each calendar year under the following terms and conditions: no returns shall be permitted without Brennan's prior written approval in the form of a Return Goods Authorization Number (RGA#). No stock adjustment return requests shall be processed between October 1st and December 31st of each calendar year. Any permitted product return must be accompanied by a purchase order in a dollar amount equal to or greater than the value of the stock adjustment credit and for replacement products in Brennan's current inventory. Brennan shall determine, in its sole discretion, whether returned products are eligible for stock adjustment credit.
- 8. WAIVER:** Waiver of any breach of this Agreement shall not be construed as a waiver of any other breach. Buyer's failure to insist, upon Seller's performance of any of obligation under this order or to exercise any right, is not a waiver or relinquishment of future performance or the future exercise of a right, but Seller's obligations with respect to any future performance continue in full force and effect.

9. DISPUTE RESOLUTION

Customer has thirty (30) days after receipt of shipment in which to inform Brennan via written notice of any product pricing, freight charge, or other related disputed items so matters can be resolved in a timely fashion.

10. CHANGES, RESCHEDULES AND CANCELLATIONS Customer may request modification of the quantities or delivery dates of outstanding product orders, or may request cancellation all or part of any purchase order no later than five (5) business days prior to scheduled shipment or the actual shipment date, whichever shall first occur. Brennan may accept or reject such requested modifications or cancellations at Brennan's discretion, but any such changes/modifications shall only be deemed accepted by Brennan upon the terms set forth in a written amendment submitted to Customer. Orders for non-stock, special or customized products are not subject to modification or cancellation.

11. TOOLING

Brennan may assess a tooling charge for any special tooling, including dies, fixtures, molds, patterns, materials, and drawings required to manufacture products sold hereunder. Notwithstanding payment of any charges by Customer, Brennan will own all rights and title to such special tooling and shall have the sole and exclusive right to alter, discard or otherwise dispose of any special tooling or other property in its sole discretion at any time and without notice to Customer. In no event will Customer acquire any interest in apparatus belonging to Brennan utilized in the manufacture of the products sold hereunder, even if such apparatus has been specifically converted or adapted for such manufacture and notwithstanding any charges paid by Customer.

12. INTELLECTUAL PROPERTY

The "Intellectual Property" of Brennan Industries (Brennan) shall mean all intellectual property rights related to the Assets or Businesses of Brennan as they are now or may in future exist or be conducted, including without limitation: any and all rights, privileges and priorities arising under the laws or treaties of the United States, any state, territory or possession thereof, any other country or political subdivision or territory thereof, or the European Community, relating to intellectual property, including patents, copyrights, trade names, trademarks, service marks, mask works, trade secrets, inventions, databases, names, logos, photos, images, descriptive verbiage and other information (Data), trade dress, technology, know-how, and other proprietary information and licenses that have been issued by or filed with the appropriate authorities, any common-law rights arising from the use of the foregoing, any rights commonly known as "industrial property rights" or the "moral rights" of authors relating to the foregoing, all rights of renewal, continuations, divisions, extensions and the like regarding the foregoing and all claims, causes of action, or other rights arising out of or relating to any actual or threatened Infringement by any person relating to the foregoing; all computer applications, programs and other software, including without limitation operating software, network software, firmware, middleware, and design software, all design tools, systems documentation and instructions, databases, and related items; and all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, customer and vendor data, correspondence and lists, product literature, artwork, design, development and manufacturing files, vendor and customer drawings, formulations and specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents.

13. INTELLECTUAL PROPERTY USE

Brennan may approve from time to time limited use of photos, images, descriptive verbiage and other information (Data) regarding Brennan Industries' products. Brennan retains all rights to Data at all times, indefinitely. Brennan may revoke permission to use Data at its sole discretion, Customer must cease all use of Data should it ever fall out of good standing with Brennan, Data may not be shared with anyone other than through the intended means agreed upon, without advance permission.

14. PRODUCT WARRANTY; LIMITATION OF REMEDY

For a period of twelve (12) months from the date of shipment from Brennan's warehouse, Brennan warrants that its products shall meet Brennan's specifications and performance standards for that particular product and shall otherwise be free from defects in material and workmanship. This Warranty shall not apply to, and Brennan gives no Warranty whatsoever with respect to, any products manufactured, in whole or in part, in accordance with designs or Rev 11-16-2015

specifications provided by Customer.

Damage to any products sold hereunder due to abuse, misuse, improper use, inadequate maintenance or failure to follow Brennan's installation, use or service recommendations will automatically void this Warranty. See terms at <http://www.brennaninc.com>. "Terms" / Product Warranty.

THE ABOVE WARRANTY CONTAINS THE SOLE AND EXCLUSIVE WARRANTY CONCERNING PRODUCTS SOLD. BRENNAN DOES NOT MAKE ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING, ALL OF WHICH, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

IN THE EVENT BRENNAN DETERMINES THAT A PRODUCT DOES NOT COMPLY WITH THE ABOVE WARRANTY, CUSTOMER'S SOLE REMEDY AND BRENNAN'S SOLE LIABILITY RELATING TO SUCH PRODUCTS SHALL BE LIMITED TO REPLACEMENT OF THE PRODUCTS SOLD OR A REFUND OF THE PURCHASE PRICE PAID, AT BRENNAN'S OPTION.

BRENNAN SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES DUE TO LOST PROFITS.

15. FORCE MAJEURE

Brennan does not assume the risk of and shall not be liable for delay or failure to perform any of Brennan's obligations by reason of circumstances beyond the reasonable control of Brennan, including due to accidents, acts of God, strikes or labor disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or suppliers, shortages of materials and any other causes beyond Brennan's control.

16. ENTIRE AGREEMENT/GOVERNING LAW

The terms and conditions set forth herein, together with any amendments, modifications or different terms or conditions expressly accepted by Brennan in writing, shall constitute the entire agreement covering the products sold by Brennan to Customer. This Offer shall be governed by the law of the State of Ohio. Neither Customer nor Brennan may bring any action arising out of or related to the products sold hereunder more than two (2) years after the cause of action accrues.

Quality Requirements

UPON RECEIPT OF THIS PURCHASE ORDER, SUPPLIER AGREES TO THE FOLLOWING REQUIREMENTS AS STANDARD TERMS AND CONDITIONS FOR DOING BUSINESS WITH BRENNAN MANUFACTURING:

1. BRENNAN HAS RIGHT OF ACCESS BY THE ORGANIZATION, THEIR CUSTOMER, AND REGULATORY AUTHORITIES TO THE APPLICABLE AREAS OF THE FACILITIES AND TO APPLICABLE DOCUMENTED INFORMATION, AT ANY LEVEL OF THE SUPPLY CHAIN.

2. NOTIFICATION OF NON-CONFORMING PRODUCT/SERVICES DIRECTLY RELATED TO BRENNAN IMMEDIATELY UPON DISCOVERY AND OBTAIN APPROVAL FROM BRENNAN MANUFACTURING FOR THEIR DISPOSITION.
3. INSPECTION, TEST AND/OR MANUFACTURING RECORDS MUST BE RETAINED FOR A MINIMUM OF 15 YEARS OR AS SPECIFIED ON PO. SHRED ALL BRENNAN RECORDS AFTER THE STATED RETENTION PERIOD HAS EXPIRED.
4. NOTIFICATION OF PROCESS CHANGES IN DESIGN OF PRODUCT OR SERVICE RENDERED PRIOR TO IMPLEMENTATION.
5. MUST IMPLEMENT CONTROLS TO PREVENT COUNTERFEIT PARTS.
6. ANY TIER 2 SOURCING MUST COMPLY WITH ALL OF BRENNAN MANUFACTURING'S FLOW DOWN REQUIREMENTS.
7. MUST BE ABLE TO PROVIDE TEST SPECIMENS UPON REQUEST FOR PURPOSES OF DESIGN APPROVAL, INSPECTION/VERIFICATION, INVESTIGATION OR AUDITING
8. ALL EMPLOYEES PARTICIPATING IN THE PROCESSING OF BRENNAN PARTS MUST BE AWARE OF THEIR CONTRIBUTION TO PRODUCT OR SERVICE CONFORMITY, PRODUCT SAFETY AND IMPORTANCE OF THEIR ETHICAL BEHAVIOR.
9. UNLESS NADCAP, AS9100D OR ISO CERTIFIED, SUPPLIER MUST HAVE AN IMPLEMENTED QUALITY MANAGEMENT SYSTEM.
10. Must use customer-designated or approved external providers when required, including process sources (e.g., special processes). This includes flowing down this requirement to sub-contractors of the Brennan external provider.