

# All-State Industries, Inc.

## Sales Policy Terms And Conditions

### **TERMS OF SALE:**

As noted on front of invoice (for accounts with approved credit) i.e.: 1%10 N30, N30 etc; In addition, interest at the legal maximum rate allowed by law will be charged on past due accounts. All overpayment/double payment refund requests will be subject to a processing fee unless the overpayment is left on account for future purchases.

### **FREIGHT POLICY:**

F.O.B. Shipping Point (unless confirmed in writing otherwise).

### **RETURNED GOODS:**

Merchandise returns will not be accepted without a Return Goods Authorization from All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, and are subject to a restocking charge depending on the condition of the goods and the circumstances. Credit will be issued toward future purchases only- no cash refunds.

### **WARRANTY:**

All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, warrants its products to be free from defects in material and workmanship, if properly installed and used for the purpose intended. This limited warranty does not extend to any product of All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, that has been damaged or rendered defective (a) as a result of accident, misuse or abuse; (b) by modification of the product; or (c) by the use of the parts not manufactured or sold by All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics.

### **LIMITATION OF WARRANTY:**

Except as expressly set forth above in this Sales Policy, All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, makes no other warranties, expressed or implied, including without limitation any implied warranties of merchantability and fitness for a particular purpose. All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, expressly disclaims all warranties not stated in this Sales Policy. Any implied warranties that may be imposed by law are limited to the terms of the express limited warranty stated above.

### **LIMITATION OF REMEDY:**

The liability of All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, for breach of the limited warranty stated herein shall be in all cases limited to the buyer's purchase price or, at the option of All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, to repair or replacement thereof.

To the maximum extent permitted by applicable law, in no event shall All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, be liable for any damages whatsoever (including, without limitation, direct or indirect damages for personal injury, loss of business profits, business interruption, loss of business information or any other pecuniary loss) arising out of the use of or inability to use any products of All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, purchased by the buyer under this invoice. All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, is not liable for any claim made by a third party or made by the buyer for a third party. This limitation applies whether damages are sought, or a claim is made under the limited warranty stated herein or as a tort claim (including negligence and strict product liability), a contract claim or any other legal or equitable claim. This limitation cannot be waived or amended by any person. This limitation of liability will be effective even if All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, or its authorized representative, has been advised by the buyer of the possibility of any such damages. [This limitation of liability, however, will not apply to claim for personal injury.]

### **MODIFICATION NOT AUTHORIZED:**

No person is authorized to modify the foregoing warranty, limitation of warranty or limitation of the buyer's remedy.

### **GOVERNING LAW:**

Purchaser agrees that all matters arising with respect to the goods covered by the invoice shall be governed by Iowa law and any action to enforce Seller's rights with respect to said goods may be commenced in the District Court of Iowa in and for Polk County, and Purchaser hereby consents to the personal jurisdiction of such court over Purchaser and agrees that service of process as provided by the statutes and rules of procedure of Iowa for non-resident persons or foreign corporations deemed to be doing business in Iowa shall be sufficient. Purchaser agrees that All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, shall be entitled to recover from Purchaser all attorney's fees and costs incurred by Seller because of Purchaser's failure to make timely payment or any resultant litigation.

### **ACCEPTANCE AND MODIFICATION OF TERMS:**

The buyer's payment of this invoice of All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, shall constitute an acceptance of the terms of this Sales Policy. The terms specified in this document may not be modified, changed superseded or overwritten by any other document, including purchase orders, order confirmations, etc. without the express written consent from All-State Industries, Inc. to modify the terms included above.