



Terms of Sale

Limited Warranties

Tri Vantage, LLC warrants that goods sold by it shall be free from defects in material and workmanship and will conform to applicable specifications and drawings. Tri Vantage, LLC's liability, whether based on breach of warranty or contract, negligence in manufacture, or otherwise shall be limited to replacement or repair (at Tri Vantage, LLC's election) of the defective or nonconforming goods, or (at Tri Vantage, LLC's election) refund of the purchase price thereof. This warranty shall apply, and Tri Vantage, LLC shall be liable for replacement, repair or refund, only if Buyer has given Tri Vantage, LLC written notice of the defect or nonconformity within 180 days after delivery of such goods to Buyer. Tri Vantage, LLC assumes no liability for results of the use of goods purchased from Tri Vantage, LLC, including, without limitation, their use in combination with other components, assemblies or products, or their suitability or unsuitability for a particular use or a particular environment. Tri Vantage, LLC makes no warranty of merchantability as to goods designated as seconds, goods otherwise designated as not of first quality, or goods identified to Buyer as being of foreign origin. Unless specifically indicated to the contrary, goods sold are not fire retardant and should not be exposed to intense heat or flame. Unless specifically indicated to the contrary, goods sold are not water resistant or waterproof. **THE FOREGOING CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY OF TRI VANTAGE, LLC AND THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR THE PURPOSE SOLD, DESCRIPTION, QUALITY OR ANY OTHER MATTER. WITHOUT LIMITING THE FOREGOING, TRI VANTAGE, LLC SHALL IN NO EVENT BE LIABLE FOR LOSS OF USE OR PROFIT, OR FOR OTHER COLLATERAL, SPECIAL OR CONSEQUENTIAL DAMAGES.** Any warranty given by any other manufacturer or supplier of goods sold or of component parts thereof is assigned by Tri Vantage, LLC to the Buyer to the extent permissible under law and the terms of such warranty.

Orders - Acceptance, Modification and Cancellation

All orders are subject to acceptance at Tri Vantage, LLC's executive offices or a sales office of Tri Vantage, LLC, and when so accepted shall constitute a contract that will be governed by and construed in accordance with the laws of the State of Ohio. All orders are accepted subject to these Terms of Sale and subject to approval by Tri Vantage, LLC of the Buyer's credit at the time of shipment. Tri Vantage, LLC's acceptance of an order is conditioned upon the waiver by Buyer of any terms and conditions which differ from, vary from, or add to, these Terms of Sale. The specifications applicable to goods sold by Tri Vantage, LLC shall be Tri Vantage, LLC's specifications, unless Buyer shall have furnished different specifications and Tri Vantage, LLC shall have agreed in writing to such specifications. Tri Vantage, LLC reserves the right to make changes or substitutions in the items ordered without the prior approval of or notification to the Buyer, as long as such changes do not adversely affect form, fit or function requirements. Orders may not be altered or modified by the Buyer except with the written consent of Tri Vantage, LLC. Tri Vantage, LLC, at its option, may cancel all or the remaining unfilled portion of any blanket or continuing order if (a) Buyer's payments are in default; (b) Buyer breaches any material provision of Tri Vantage, LLC's Terms of Sale; (c) substantial changes in materials or supplies occur; (d) causes beyond Tri Vantage, LLC's control make it impossible to insure shipment; (e) Buyer becomes insolvent or is subject to a petition in bankruptcy; or (f) Tri Vantage, LLC withdraws its credit approval. The Buyer may cancel the remaining unfilled portion of any blanket or continuing order upon written notice to Tri



Vantage, LLC and payment of reasonable cancellation charges, which charges shall take into account goods already produced or in process, expenses incurred by Tri Vantage, LLC in connection with the order, and commitments made by Tri Vantage, LLC, as a consequence of the order; provided, however, that the cancellation charges shall not exceed the purchase price of the cancelled portion of the order.

Price and Terms

ALL QUOTED PRICES ARE BASED ON THE CURRENT NET WHOLESALE PRICES IN U.S. FUNDS PREVAILING AT THE TIME OF QUOTATION. ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE AND THE PRICE CHARGED WILL BE THAT IN EFFECT AT THE TIME OF SHIPMENT. The minimum order charge is \$75.00. The catalog indicates standard units of packaging. When less than standard quantities of fabric are ordered, a cutting charge will be made. Cut Yardage: Less than 25 yards, add 10%; 25 yards and over, add 5%. When less than standard packages of hardware are ordered, 20% will be added to the quoted price. Exceptions may occur.

Unless otherwise agreed in writing, terms are net thirty (30) days, F.O.B. shipping point, subject to approval by the Tri Vantage, LLC Credit Department. Customers without established credit approval from Tri Vantage, LLC should remit payment with the order, or instruct Tri Vantage, LLC to ship C.O.D. A service charge of 1-1/2% per month (18% per annum) or the maximum amount allowed by applicable law will be added to all past due invoices. Buyer is responsible for payment of all applicable sales, use or other taxes, whether local, state or federal, with respect to the goods purchased, or returning to Tri Vantage, LLC the properly completed and signed sales tax exemption form. Buyer is responsible for any import or export charges.

Shipping, Delivery and Return

Tri Vantage, LLC shall not be liable for delays in production or delivery due to causes beyond its control, including but not limited to acts of God, acts of Buyer, acts of civil or military authorities, priorities, fires, strikes, floods, epidemics, quarantines, war, delays in transportation and inability due to causes beyond Tri Vantage, LLC's control to obtain necessary labor, materials or manufacturing facilities. A shipping date given by Tri Vantage, LLC is an estimated date. In no event shall Tri Vantage, LLC be liable to the Buyer for loss of use or profit or any other collateral, special or consequential damages resulting from delays in production or delivery, whether or not due to causes beyond Tri Vantage, LLC's control.

Tri Vantage, LLC will use its best judgment in packaging, packing, shipping and routing unless Buyer gives specific instructions with its order. In the event of shortage or damage incurred enroute, Buyer must make its complaint to the delivering transportation agency and file a claim against such agency. In the event of a shortage in packing, any claim against Tri Vantage, LLC must be made in writing within ten (10) days of receipt of the merchandise. All shipments are made F.O.B. shipping point, unless otherwise agreed to in writing by Tri Vantage, LLC. Tri Vantage, LLC's responsibility for delivery ends with a signed bill of lading from the carrier. All risk of loss after Tri Vantage, LLC's delivery to the carrier shall be borne by the Buyer.

Authorization must be obtained from Tri Vantage, LLC prior to return of any goods for repair, replacement, or credit. Tri Vantage, LLC shall have the right, prior to return, to inspect any goods claimed to be defective or nonconforming. All returned shipments authorized by Tri Vantage, LLC shall be prepaid by Buyer. Unless Tri Vantage, LLC determines, upon inspection



of returned goods, that the goods were defective or nonconforming, a \$15.00 or 15% handling charge (whichever is greater) will be imposed on the Buyer. No claims on fabric will be allowed, whether the goods are conforming or not, if the goods have been cut. If a pattern or color match is desired, a swatch of the pattern or color required must be submitted with the order. In no event shall Buyer be entitled to any right of set-off against Tri Vantage, LLC.

Miscellaneous

If any goods or services ordered by Buyer are supplied by Tri Vantage, LLC in accordance with designs or specifications of the Buyer, and such goods are not Tri Vantage, LLC's standard items or supplied in accordance with Tri Vantage, LLC's standard processes, Buyer shall indemnify Tri Vantage, LLC from any expense, loss, damage or liability which may be incurred by Tri Vantage, LLC on account of any infringement or alleged infringement of any U.S. or foreign patent rights with respect to such goods or processes. The sale of goods by Tri Vantage, LLC does not convey a license, express or implied, under any patent in which Tri Vantage, LLC has an interest, nor does it convey rights to any descriptive data, including Tri Vantage, LLC's manufacturing drawings, processes or tooling.

Any dispute arising out of or related to any contract between Buyer and Tri Vantage, LLC, other than an action seeking injunctive relief, shall be resolved by binding arbitration, conducted by the American Arbitration Association, in Cleveland, Ohio pursuant to the rules of commercial arbitration. Tri Vantage, LLC and Buyer each agree to pay one-half the cost of the arbitration proceeding. Any decision rendered by the arbitrators shall be binding upon the parties and may be filed in any court of competent jurisdiction.

Any provision hereunder that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

If the goods purchased are to be used in fulfilling a contract or a subcontract either with the U.S. Government or any agency thereof, Tri Vantage, LLC will comply with all mandatory provisions of the Government applicable to Tri Vantage, LLC if and only if Buyer gives Tri Vantage, LLC written notice of such provisions in sufficient time to permit compliance. In addition, Tri Vantage, LLC may, at its option, adopt any provisions of the Armed Services Procurement Regulations or other federal laws or regulations applicable to or made available to subcontractors in the prime contract.