

#### GENERAL TERMS AND CONDITIONS

- **1. SHIPMENT:** All prices are quoted FOB common carried, Seller's location, with all transportation charges to be paid by Buyer, who also agrees to assume all responsibility for shortage, loss, delay or damage in transit. It is agreed that the carrier is Buyer's agent for all purposes.
- **2. FORCE MAJEURE:** Seller shall not be liable for delay in delivery caused by civil insurrection, war, fire, strike, lockout or other labor disturbance, Acts of God, or any delay beyond Seller's control. Further, as Seller is reliant on the delivery of components from distributors, subcontractors, and vendors, seller shall not be liable for delays caused by the aforementioned.
- **3. PRICES:** Prices quoted are firm for the period as indicated in the proposal. Prices quoted are subject to change after expiration of this time period. Any deviation in Buyer's order may affect the price and shipping dates.
- **4. TAXES:** Sales, use, excise or similar taxes arising out of or related to the sale, delivery, installation, or use of the goods described herein are not included in the price except as otherwise specified herein. All such taxes are the responsibility of Buyer.
- **5. WARRANTY:** Seller warrants the goods covered by this agreement to be free from defects in material and workmanship for 90-days. This warranty excludes all losses due to misuse, misapplication, storage, and any other conditions outside the immediate control of G2G International LLC. Refer to Appendix A for detailed product warranty and refund terms\* **Returns are only allowed within 90-days of shipment.**

THIS WARRANTY IS LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR SPECIFIC PURPOSE, WHICH SELLER HEREBY EXPRESSLY DISCLAIMS.

**6. BUYER'S REMEDIES:** Seller's obligation under its warranty is strictly and exclusively limited to repair or replacement of such warranted product or goods that are found by Seller to be defective in material or workmanship, F.O.B. Seller's plant. The Seller shall have the right to remedy such defects at such time or times as may be reasonable in terms of the availability to Seller of manufacturing materials and plant resources. The replacement of such product or goods shall not extend the warranty period. The Seller reserves the right, should Seller elect, to satisfy its warranty obligations in full by the repayment of all sums paid hereunder by Buyer upon the return of the goods to Seller.

IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY CLAIMS BY BUYER OR OTHERWISE, FOR LOSS OF PROFIT OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY OBLIGATION HEREIN.

**7. SECURITY INTEREST:** Buyer hereby grants to Seller a security interest in the goods, and all proceeds thereof, to secure payment of the purchase price, and Seller shall have, upon Buyer's default in payment, or upon the bankruptcy or insolvency of Buyer, in addition to all other rights and remedies, all rights and remedies of a secured creditor under the Uniform Commercial Code, including the right to immediate possession of the goods. Buyer shall execute and deliver all requested financing statements to

perfect Seller's security interest, or at Seller's option, Buyer authorizes Seller to use this Agreement to perfect its security interest. Also, until said purchase price has been paid in full, Buyer shall maintain comprehensive physical damage insurance for the full price of the goods and shall include Seller as loss payee thereon.

- **8. CANCELLATION:** Buyer may not cancel this order without liability, and it is agreed that Seller's damages for Buyer's cancellation may be difficult to estimate. In the event the Buyer refuses to accept delivery of the goods, or otherwise defaults or repudiates this Agreement, Seller shall be entitled to recover from Buyer an amount equal to all of Seller's damages (including reasonable overhead charges and profit) for such non-acceptance, default or repudiation, and the Seller shall have the right to retain all payments made by Buyer as liquidated damages.
- **9. PATENTS:** Seller warrants that the goods specified herein shall be delivered free of a rightful patent infringement claim, and provided that Buyer gives immediate written notice to Seller of the commencement or threat of commencement of such infringement claim or suit, Seller shall have the right to defend, compromise or settle such claims or suits, and Seller shall indemnify Buyer against the same. Seller's indemnification obligation under this paragraph shall not apply to suits that result from Buyer's modifications or processes.
- **10. PACKAGING AND STORAGE:** The price quoted includes standard packing for motor truck shipment. Export or special packing shall be at Buyer's instructions and expense. If Buyer fails to take timely delivery of the goods, Buyer shall pay reasonable storage charges and care and maintenance expenses of the goods.
- 11. COPYING; DRAWINGS; CONFIDENTIALITY: Specifications, manuals, bills of material, and drawings provided to Buyer, if any, are confidential, and remain the property of Seller at all times, and are subject to recall by Seller at any time. Buyer agrees that all such materials and the subject goods, whether in whole or in part, shall be maintained in confidence without disclosure, and further that they will not be reproduced, copied or duplicated without prior written approval from Seller.
- **12. ACCEPTANCE:** All orders are subject to a final written acceptance by an executive officer of Seller. This Agreement represents the entire agreement between the parties, superseding all prior agreements. In no event shall this Agreement or any provision hereof be deemed to be amended in any manner whatsoever unless such amendment is in writing signed by an officer of Buyer and Seller.
- **13. ASSIGNMENT AND WAIVER:** This Agreement may not be assigned by Buyer without Seller's prior written consent. Seller's failure at any time to insist upon strict performance of any condition of the Agreement shall not be a waiver of any subsequent breach.
- **14. GENERAL:** (A) This Agreement shall be governed by the laws of the state of Texas, USA. (B) Interest at the maximum legal rate shall be charged on all past due payments.

"Work willingly at whatever you do, as though you were working for the Lord rather than for people. Remember that the Lord will give you an inheritance as your reward and that the Master you are serving is Christ". —Colossians 3:23-24



# Appendix "A"

### **Detailed Product warranty**

Prior Return Merchandise Authorization (RMA) number is required for all returns!

#### Security Seals, Security Tapes, and Security Labels:

- ➤ Stock Seal, Tapes, and Labels: Provided that the product supplied is in proper working order and without any defect caused during manufacturing, customer may obtain an RMA (Return Merchandise Authorization) number for stock seals that are retuned in its original box with ALL seals intact and accounted for in its original form. In this case a credit will be issued for invoice (less any shipping charges to and from customer) less 25% restocking fee. Credit will be issued ONLY after G2G has inspected the returned product and determined that it meets all the above-mentioned conditions.
  - O Since security seal numbers are recorder, if a single seal is missing, has been used, or modified (removed) from its original format, such as in case of plastic seals where a single seal has been removed from the mat of 10, **NO** credit will be issued and product will be returned to customer at their expense or disposed of at our facility with customer still being responsible for original invoice.
  - o In a case where stock seals are defective due to our manufacturing process such as seal not functioning, if above-mentioned conditions are met, a full credit will be issued including shipping charges both to and from customer. If a replacement order is sent out, then G2G will also cover the outbound ground shipping charges. G2G will replace or issue credit, only for defective units.
  - Custom Seals, Tapes, and Labels: Unless seals are defective or an error in marking / numbering has been made by G2G, NO REFUNDS or Exchanges are allowed.

## Security Bags:

Security Bags are considered custom orders. Unless bags are defective **NO REFUNDS** or Exchanges are allowed. G2G will replace or issue credit, only for defective units.

G2G warrants the goods covered by this agreement to be free from defects in material and workmanship for 90-days from ship date. No warranty, exchanges, or credits are issued after this period.