

TERMS AND CONDITIONS OF SALE

1. **PRICE:** All prices unless agreed otherwise in writing and signed by an authorized (supervisor) employee of Global Trim Sales, Inc. are F.O.B. Global Trim Sales, Inc. corporate office and/or FOB Factory (which will be determined per each individual quote). Orders will be filled at the published prices in effect at the date of order entry or at the price stated in prior quotes in effect at the date of order entry and submitted in writing by an authorized employee of Global Trim Sales, Inc. Published prices are subject to change without notice.
 2. **OPEN ACCOUNT TERMS:** The net amount of the billing is payable within 30 days following the invoice date. Invoices not paid within 30 days shall thereafter bear monthly service charges at the rate of one (1) percent per month on the unpaid balance until paid in full. If, in the opinion of Global Trim Sales, Inc., the PURCHASER'S financial condition, payment performance or supporting information do not justify open account terms, Global Trim Sales, Inc. reserves the right to require advance payment (pre-payment).
 3. **QUOTES:** Quoted prices must be submitted in writing under the signature of an authorized employee of Global Trim Sales, Inc. Unless specifically specified, otherwise all bids are void after sixty days.
 4. **ACCEPTANCE:** Global Trim Sales, Inc. retains the right to refuse or accept all orders including those made in response to quotes depending upon material availability, workload at the time of order receipt, and other unforeseen circumstances.
 5. **QUANTITIES SHIPPED AND BILLED:** On all orders for CUSTOM and STANDARD items, it is agreed that Global Trim Sales, Inc. shall have the right to ship and bill for 10% over or under the ordered quantity and such an order shall be deemed complete.
 6. **SHIPMENTS:** Title and risk of loss to all products purchased shall pass to the PURCHASER upon delivery by Global Trim Sales, Inc. to a common carrier regardless of the freight terms stated in the order or the method of payment for transportation charges. Global Trim Sales, Inc. reserves the right to specify the routing on all shipments.
 7. **INSURANCE:** Global Trim Sales, Inc. reserves the right to insure all shipments to the value of the order and thereafter bill the PURCHASER for the added cost. Payments made to Global Trim Sales Inc. as a result of claims shall be posted to the account of the CUSTOMER billed for the insurance.
 8. **TAXES:** The amount of any present or future Federal, California, State, or Local California taxes applicable to the sale of Global Trim Sales, Inc. products shall be added to the price and paid by the PURCHASER unless the PURCHASER provides Global Trim Sales, Inc. with a valid exemption certificate acceptable to Global Trim Sales, Inc. and the appropriate taxing authority. Global Trim Sales, Inc. does not collect taxes in states other than California. It is therefore agreed by the PURCHASER that the PURCHASER shall assume responsibility for payment and reporting of all taxes within states other than California.
 9. **RETURNS:** Products sold by Global Trim Sales, Inc. are returnable only after receipt of written authority from Global Trim Sales, Inc.
 10. **CANCELLATION:** Orders cannot be cancelled except upon terms that will fully compensate Global Trim Sales, Inc. against loss resulting from work already accomplished or from the purchase of special materials essential to the order.
 11. **WARRANTY:** All statements, technical information and recommendations about Global Trim Sales, Inc. products are based upon tests made by raw material suppliers or Global Trim Sales, Inc. and are believed to be reliable but do not constitute a guarantee or warranty. All GLOBAL TRIM products are sold with the understanding that the PURCHASER has independently determined the suitability of each product for its purposes. GLOBAL TRIM products are warranted to be free from defects in material and workmanship for a period of one year from the date of shipment. Any product shown to the satisfaction of Global Trim Sales, Inc. within the time provided to be so defective, shall be replaced without charge or Global Trim Sales, Inc. may issue a credit in such amount as is deemed reasonable. However, in no event shall Global Trim Sales, Inc. be responsible for claims beyond the replacement value of the defective product or in any way liable or responsible for consequential or incidental damages. It is agreed and understood that the degree of detail and perfection expected in the production of GLOBAL TRIM products shall be no greater than normally achieved in the trim industry.
- As all GLOBAL TRIM's products are manufactured and tested to be of suitable quality before shipment is made. If an error is made by the PURCHASER or ASSEMBLER, then GLOBAL TRIM is not held responsible. The following are 2 main examples, of this point:
- All heat transfers produced and sold by GLOBAL TRIM have been tested on the appropriate heat applied machines and it is GLOBAL TRIM's policy to insure a quality product to its customers, when applied correctly. The correct heat, time and pressure along with the appropriate machinery must be used to have quality assembly to the PURCHASERS products.
 - As metal products are produced and sold by GLOBAL TRIM, it is also GLOBAL TRIM's policy to fulfill the same policy of a quality product to its customer. Any tampering with the product with special dyes or chemicals will not hold GLOBAL TRIM responsible. (Example: indigo dye, stonewash dye and acid dye to name a few).
- NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE, EXCEPT AS SET FORTH ABOVE IN THIS PARAGRAPH 2 (WHICH IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES) SHALL APPLY TO PRODUCTS SOLD BY GLOBAL TRIM SALES, INC. GLOBAL TRIM SALES, INC. SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER SUCH WARRANTIES. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AND EXECUTIVE OFFICER OF GLOBAL TRIM SALES, INC.
12. **FORCE MAJEURE:** Global Trim Sales, Inc. shall not be liable for any loss, delay, changes in shipment schedules or failure to deliver caused by accident, fire, strikes, riots, civil commotion, insurrection or the natural elements, embargoes, failure of carriers, inability to obtain transportation facilities, government requirements, acts of God or public enemy, prior orders, from customers or limitations on Global Trim Sales, Inc. or its suppliers, or any other cause or contingencies beyond the control of Global Trim Sales, Inc. Global Trim Sales, Inc. shall in no event be liable for any consequential damages.
 13. **COMPLIANCE:** All Global Trim Sales, Inc. products are manufactured in compliance with all applicable requirements of the Fair Labor Standards Act, as amended, and all other applicable laws.
 14. **EQUAL OPPORTUNITY EMPLOYMENT & ADVANCEMENT:** Global Trim Sales, Inc., by policy of its Board of Directors, offers EQUAL OPPORTUNITY EMPLOYMENT AND ADVANCEMENT without regard to race, creed, color, national origin, physical handicaps, chronological age or sex. Both the ability to do the job and history of past performance are the governing factors.
 15. **ART WORK:**
 - All work and proofs prepared by Global Trim Sales, Inc. remain the sole property of Global Trim Sales, Inc. until the completion of the order which shall in each case include the final printing, billing and payment in full. Thereafter, Global Trim Sales, Inc. retains the right for the continued use and sale of its originated designs and/or art work in both the original or modified form. Exceptions to the above must be made in writing and signed by an authorized employee of Global Trim Sales, Inc. and shall include special charges and arrangements to support the sale of Global Trim Sales, Inc.'s rights to its designs. If ownership registration or protection of a design is desired, the PURCHASER must apply to the appropriate Federal or State authorities for the necessary copyrights, patents or other protections and the PURCHASER alone must pay the appropriate fees to the proper authority.
 - PURCHASERS submitting art work to Global Trim Sales, Inc. for reproduction specifically agree to indemnify, defend and hold Global Trim Sales, Inc. harmless against and with respect to any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including reasonable attorneys' fees, that Global Trim Sales, Inc. shall incur or suffer, which arise from, or relate to the reproduction of the design or modifications to the design submitted by the PURCHASER. This holds true even if the design is marked with a trademark or copyright insignia. By the act of placing the order, the PURCHASER assures to Global Trim Sales, Inc. that the PURCHASER owns the design or has the legal right to authorize Global Trim Sales, Inc. to reproduce the design and print the names, words, titles, and indicia requested.
 - Proofs submitted to the PURCHASER for approval and subsequently returned to Global Trim Sales, Inc. are considered to be correct and ready for production once the noted PURCHASER corrections have been made. Errors or omissions detected in the finished product, which were NOT noted on the proof, are the responsibility of the PURCHASER. Proofs, color separations, negatives and other materials used by Global Trim Sales, Inc. are not part of the product sale and remain the sole property of Global Trim Sales, Inc.
 16. **SEVERABILITY:** Each paragraph and provision hereof is severable and if any provision is held invalid or unenforceable, the remainder shall nevertheless remain in full force and effect.
 17. **CHOICE OF LAW:** This contact shall be governed by and construed in accordance with the laws of the State of California.
 18. **MODIFICATIONS HERETO:** No salesman, representative or agent of Global Trim Sales, Inc. is authorized to give any guarantee, warranty or make any representation contrary to the above.
 19. **ATTORNEY'S FEES:** If any action at law or in equity, including an action for declaratory relief, brought to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable attorneys' fee and costs which may be set by the court in the same action or in a separate action brought for that purpose.