



**CHIEF ENTERPRISES, LLC
TERMS & CONDITIONS**

The following are the terms and conditions ("Terms and Conditions") for the sale of products ("Products") by Chief Enterprises, LLC ("Chief") to Chief's customers ("Customer"). Chief's acceptance of a Customer's order is expressly made conditional on the Customer's acceptance of these Terms and Conditions. These Terms and Conditions shall apply to the exclusion of all other terms referred to in any purchase order, acknowledgement, confirmation or any other documentation issued by either party, unless agreed in writing and signed by an authorized officer of Chief. Chief reserves the right to amend these Terms and Conditions at any time. The most current version of these [Terms and Conditions](http://www.chiefent.com) can be found at www.chiefent.com

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING CUSTOMER RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO THE CUSTOMER. PLEASE READ IT CAREFULLY. THESE TERMS AND CONDITIONS MAY REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTION.

1. **ORDERS.** Orders will be initiated by Customer submitting a purchase order to Chief. Orders must identify the Products, unit quantities, part numbers, descriptions and requested delivery dates. Orders are subject to Chief's acceptance. Any order(s) under \$100 are subject to incur a \$35 service charge. Chief reserves the right to limit quantities and to refuse to deal with any person.
2. **PRICES & TAXES.** All prices are subject to change without notice. Orders are billed at the prices (in U.S. dollars) in effect at the time of shipment. Non-standard Products will be sold at the prices set out in the relevant quotation supplied by Chief. If Customer does not purchase the quantity upon which quantity prices are based or as otherwise agreed with Chief, Customer will pay the non-discounted price for the quantity actually purchased and/or a cancellation fee. Prices for any rescheduled deliveries may be increased by Chief in the event of an increase in Chief's prices or costs.

Chief reserves the right, in its sole discretion, to offer a volume discount ("Volume Discount") to Customers based upon the quantity of Products purchased in a single transaction. Volume Discount pricing is subject to product availability, and quantity limits may apply. Resale by Customers at retail or online of Products purchased under Volume Discount pricing is prohibited. Chief reserves the right to: (i) accept or reject any Volume Discount order; or (ii) charge the full price for the Product in the event that Volume Discount priced items are returned.

Prices do not include federal, state and local sales, use, excise and similar taxes that apply to Products, which Customer will also pay at the applicable rate unless an original signed tax exemption certificate is received by Chief.

3. **TERMS OF PAYMENT & CREDIT.** Terms of payment are within Chief's sole discretion. If Chief

has not granted credit to Customer, payment terms are credit card, or payment in advance. If a credit card is used to place an order, Customer represents and warrants that (i) any credit card information supplied is true, correct, and complete, (ii) Customer is duly authorized to use such credit card for the purchase, (iii) charges incurred by Customer will be honored by Customer's credit card company, and (iv) Customer will pay charges incurred by Customer at the posted prices, including all applicable taxes, if any. If credit has been granted, at the sole discretion of Chief, payment is net 30 days from date of invoice unless otherwise agreed to in writing. All payments must be made without set-off or deduction. Orders are subject to credit approval by Chief, which may in its sole discretion at any time change the terms of Customer's credit or require advance payment. If Chief reasonably believes that Customer's ability to make payments is impaired, Chief may cancel any order or remaining balance thereof, and Customer will remain liable to pay Chief for Products already shipped. Customer will submit such financial information as Chief may reasonably require for determination of credit terms. Checks are accepted subject to collection and the date of collection will be deemed the date of payment. Any payment received from Customer may be applied by Chief against any obligation owing by Customer to Chief under this or any other contract, regardless of any statement appearing on or referring to such payment, without discharging Customer's liability for any additional amounts owing by Customer to Chief. The acceptance by Chief of such payment will not constitute a waiver of Chief's right to pursue the collection of any remaining balance. If Customer fails to make payment when due, without prejudice to any other right or remedy, (i) overdue sums will bear interest to date of payment at the annual rate of 18% or such lower rate as may be the maximum permitted by law; and (ii) Chief will be entitled to reimbursement for all costs of collection and attorneys' fees.

4. **PRODUCT INFORMATION.** Chief is both a manufacturer of certain Products and a distributor of other manufacturers' products. Information about the Products in the Chief catalog or Chief Website, located at www.chiefent.com (the "Website"), is provided by Chief, the manufacturers and/or the suppliers. Product depictions in the catalogs and Website are for illustrative purposes only. Possession of, or access to, any Chief catalog, literature or Website does not constitute the right to purchase Products. Chief reserves the right to revise publishing errors in its catalogs or its Website. Despite our efforts, occasional pricing errors may occur in the Chief catalogs, Website, invoices, quotes or in other forms of communication between you and Chief, and Chief reserves the right to correct or change such pricing errors without notice. Chief further reserves the right to cancel any and all orders resulting from such pricing errors, even if Customer has received an order confirmation from Chief. The State of California requires that certain warnings be given concerning products which contain chemicals subject to Proposition 65. A complete list of Proposition 65 regulated chemicals is available at www.oehha.ca.gov. Applicable Proposition 65 warning(s) for Company Products are available upon request.
5. **DELIVERY AND TITLE.** Title to the Products shall remain with Chief until payment in full for the Products by Customer is delivered to Chief. Unless otherwise agreed to in writing by Chief, all shipments by Chief are FCA point of shipment from Chief's facility and the amount of all shipment charges shall be paid to Chief by Customer in addition to the purchase price of the Products. Selection of the carrier and delivery route will be made by Chief unless specifically designated by Customer.

Chief will aim to initiate shipment and deliver the Products as close as possible to Customer's requested

delivery date(s). Customer acknowledges that shipment and delivery dates provided by Chief are estimates only and that Chief will not be liable for failure to achieve such dates. Delivery of a quantity within $\pm 10\%$ of the quantity ordered will constitute full delivery. Delay in delivery of one installment will not entitle Customer to cancel any other installment(s). Delivery to a carrier will constitute delivery to Customer, and risk of loss of or damage to the Products will pass to Customer at this point. At Chief's sole discretion, deferred shipments may be held within 30 days at our facility. Deferred shipments past 30 days will not be allowed unless previously agreed upon with your customer service representative. If the Products are damaged in transit, Customer's only recourse is to file a claim with the carrier. At Customer's request and only at Chief's sole discretion, products may be invoiced and held by Chief at Customer's risk and expense. Shipments shall be deemed accepted by Customer unless written notice of rejection is received by Chief within 5 business days after arrival of the Products at their shipping destination. Except as stated herein, once Products are accepted, Customer's exclusive remedy with regard to the Products, including the right to revoke the acceptance, shall be limited to claims under warranty claims.

6. **CANCELLATIONS, RETURNS, REFUNDS.** No Products accepted by Customer may be returned without Chief's prior written authorization. Upon receipt of such authorization, the Products must be sent freight prepaid to Chief, accompanied by date of purchase and, if requested, a written statement describing the reason(s) for the return and the circumstances under which it arose. At Chief's sole discretion, a restocking charge of twenty percent (20%) of the invoice value of the returned Products may be made for returns other than warranty returns. Customers that fail to schedule pick-ups for their orders within ten (10) days from the date of fulfillment will be deemed as a cancellation and assessed the restocking charge mentioned above. Any Customer request for refund shall be directed to Chief. Chief, in its sole discretion, shall determine if any refund shall be issued to Customer. All Chief decisions on refunds, cancellations and returns are final. Product returns must be made within thirty (30) days from the date an order is shipped. Customers should go to www.chiefent.com for instructions. Chief does not take title to returned Products until the item is received by Chief at the applicable return location. Proof of purchase is required in all cases. Product returns may be denied or made subject to restocking fees and other charges by Chief.
7. **INTELLECTUAL PROPERTY.** Customer shall have no right, title, or interest in the trade names, trademarks, trade dress, copyrights, patents, domain names, product names, catalogs or any other intellectual property ("IP"). All IP rights reserved by Chief, or any IP owned by manufacturers and/or suppliers to Chief and all materials contained on Chief's catalogs and Website are subject to the ownership rights of Chief and its manufacturers and/or suppliers. Unless otherwise agreed in writing with the appropriate owner of any IP, Customer shall have no right to copy or use any IP of Chief or its manufacturers and/or suppliers without Chief's permission.
8. **LIMITED WARRANTY.** Chief warrants that its Breathable and Robust Interconnections Center ("BRIC") will be free from defects in material and workmanship for a period of twelve (12) months, or 31,000 miles (50,000 km) or 1200 hours of use, whichever first occurs (the "BRIC Warranty Period"). Chief warrants that Products assembled or customized by it ("Assembled Products") against defects caused solely by faulty assembly or customization for ninety (90) days after delivery ("Assembled Products Warranty Period"). All other Products, and the components and materials utilized in any

Assembled Products, are covered by, and subject to the terms, conditions and limitations of the applicable manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by Chief or the manufacturer. Chief will transfer to Customer all applicable transferable warranties which Chief receives from the manufacturer of the Products. Details of those warranties can be made available to Customer upon request. Customer's exclusive remedy, if any, under these warranties is limited, at Chief's election, to any one of (a) refund of Customer's purchase price (without interest), (b) repair by Chief or the manufacturer of any Products found to be defective, or (c) replacement of any such Product; provided that such Products must be returned to Chief, along with acceptable evidence of purchase, within the warranty period for BRIC and Assembled Products within 20 days from the date of delivery for all other Products, transportation charges prepaid. No warranty will apply if the Product (i) has been subject to abuse, misuse, neglect, accident or modification, (ii) has been installed in unsuitable environment, (iii) has been used for purposes other than for which it was designed, or has been damaged by fire, flood, wind, lightning or similar causes. EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION 6, CHIEF HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE RELATED TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OF NONINFRINGEMENT. THE DISCLAIMER CONTAINED IN THIS SECTION DOES NOT AFFECT THE TERMS OF ANY MANUFACTURERS' WARRANTY. Customer expressly waives any claim that it may have against Chief based on any product liability, or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from Chief against any such Claims made against Customer by a third party. Customer acknowledges that no employee of Chief is authorized to make any representation or warranty on behalf of Chief that is not in these Terms and Conditions.

9. **LIMITATION OF LIABILITIES.** CUSTOMER SHALL NOT BE ENTITLED TO, AND CHIEF SHALL NOT BE LIABLE FOR, LOSS OF PROFIT, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, BUSINESS INTERRUPTION COSTS, LOSS OF DATA, REMOVAL OR REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, PUNITIVE DAMAGES, IPR INFRINGEMENT, LOSS OF CONTRACTS OR ORDERS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. CUSTOMER'S RECOVERY FROM CHIEF FOR ANY CLAIM SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE AFFECTED PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO SOME CUSTOMERS.
10. **TECHNICAL ASSISTANCE AND ENGINEERED SOLUTIONS.** Chief offers its technical assistance and engineered solutions solely as a convenience to Customers. Chief's personnel strive to provide useful information regarding its Products. Chief does not guarantee that any information or recommendation provided is accurate, complete or current and Chief shall have no responsibility or

liability whatsoever in connection with any information or recommendations provided, or Customer's reliance on such information or recommendation. Customer is solely responsible for analyzing and determining the appropriateness of any information or recommendation provided by Chief's personnel and any reliance on such information or recommendation is at Customer's sole risk and discretion.

11. **LIMITATIONS OF USE.** PRODUCTS SOLD BY CHIEF ARE NOT RECOMMENDED OR AUTHORIZED FOR USE IN LIFE SUPPORT, SURGICAL IMPLANTATION, NUCLEAR OR AIRCRAFT APPLICATIONS OR FOR ANY USE OF APPLICATION IN WHICH THE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR PROPERTY.
12. **INDEMNIFICATION.** Customer shall defend, indemnify and hold harmless Chief and its respective officers, directors, employees, subcontractors and agents (each individually, an "Indemnified Party") from and against any and all claims, suits, liabilities, damages, settlements, charges, taxes and any other losses or expenses (including reasonable attorneys' fees) (collectively "Liabilities") for physical injury to, illness or death of, any third party regardless of status and damage to or destruction of any tangible property which the third party may sustain or incur, to the extent such Liabilities relate to the services or Products; except for such Liabilities relating to or arising out of a final judgment of gross negligence or willful misconduct of the Indemnified Party. In any action, suit or proceeding brought against an Indemnified Party by reason of any such claim as specified above, Customer shall resist and defend such action, suit or proceeding by counsel of its choice, at the sole expense of the Customer, provided that (i) the Indemnified Party notifies Customer promptly in writing of the claim; (ii) Customer's counsel does not give rise to a conflict of interest with respect to the Indemnified Party; (iii) Customer has the sole control of the defense and all related settlement negotiation but shall keep the Indemnified Party reasonably informed of status; and (iv) the Indemnified Party provides Customer with all reasonably necessary assistance, information, and authority to perform the foregoing at Customer's expense.

Customer agrees to fully indemnify, defend and hold harmless Chief and the manufacturer of the Products from and against any and all claims, damages, loss, cost, and expense or liability arising out of or in connections with the use or performance of Products in such application and hereby acknowledges that it has not relied on any representation or warranty made or provided by Chief.

13. **EXPORT CONTROLS.** Products purchased are subject to export control laws, restrictions, regulations and orders of the United States. Customer agrees to comply with all applicable export laws, or transfer for the purpose of re-export, any product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any such United States or foreign law or regulation. Customer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List and it's not otherwise prohibited by law from purchasing the Products. If applicable, Customer shall be responsible for obtaining any required license to export, re-export or import.
14. **GOVERNMENT CONTRACTS.** If Products are purchased under a government contract or subcontract, Customer will promptly notify Chief in writing of those provisions of any government procurement laws and regulations which are required to be included in the contract covering the Products ordered. Such provisions specifically described in such notice and which are required to be so

included shall apply and be incorporated herein by reference from and after the date that such notice is received.

15. **FORCE MAJEURE.** Chief will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control, including, but not limited to, Product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, government priorities, fire, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine or other governmental restrictions, riots, or war. Chief's time for delivery or performance will be extended by the period of such delay or Chief, at its option, may cancel any order or remaining part thereof without liability by giving notice to Customer.
16. **CONFIDENTIAL AND PROPRIETARY INFORMATION.** Chief and Customer may disclose to each other information that is confidential and proprietary to the disclosing party ("Confidential Information"). The parties agree that all Confidential Information disclosed hereunder shall not be disclosed to any other party, person or legal entity without the disclosing party's prior written consent, which consent may be withheld at the disclosing party's sole discretion. Confidential Information may include, but is not limited to, inventions, trade secrets, know-how, technology, methods, policies, presentations, processes, quotes, prices, designs, drawings, specifications and other valuable information of whatever nature, whether patented or copyrighted or not. Confidential Information belonging to the disclosing party shall not be used by the receiving party except to carry out the terms and conditions of this order. The term Confidential Information shall not apply to any information that (i) is or becomes generally available to the public other than as a result of a disclosure by the receiving party or anyone to whom the receiving party transmits any Confidential Information, or (ii) is or becomes known or available to the receiving party on a non-confidential basis and not in contravention of applicable law from a source (other than the disclosing party) which has represented to the receiving party (which the receiving party has no reason to disbelieve after due inquiry) that it is entitled to disclose it to the receiving party on such basis. In the event that the receiving party is compelled by a court or other competent authority to disclose the Confidential Information, the receiving party shall provide, prior to any disclosure, prompt notice to the disclosing party so as to afford the disclosing party reasonable opportunity to seek appropriate protection for the Confidential Information. Any personal information provided by Customer to Chief will be processed in accordance with [Chief's Privacy Policy](#), available at Chief's Website.
17. **ARBITRATION.** At Chief's exclusive option and discretion, disputes between Customer and Chief, including ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND CHIEF ARISING FROM OR RELATING IN ANY WAY TO CUSTOMER'S PURCHASE OF PRODUCTS FROM CHIEF MAY BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. Any arbitration shall be brought exclusively in Cook County, Illinois, in accordance with the Commercial Arbitration Rules ("Rules") of the American Arbitration Association, by a single arbitrator appointed in accordance with

said Rules, applying these Terms and Conditions and consistent provisions of the federal and state laws (except conflict of law rules) of the State of Illinois, U.S. The language of the arbitration shall be English.

- 18. GOVERNING LAW.** THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS AND CONDITIONS SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE 1980 UNITED NATIONS CONVENTION OF CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS OR THE UNITED NATIONS CONVENTION ON THE LIMITATION PERIOD IN THE INTERNATIONAL SALE OF PRODUCTS. RATHER, THESE TERMS AND CONDITIONS AND THE SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW. OTHER THAN BINDING ARBITRATION, AT CHIEF'S SOLE DISCRETION, ANY LITIGATION OR CLAIM WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION AND HEREOF WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDINGS. Except in the case of nonpayment, neither party may institute an action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen.
- 19. GENERAL PROVISIONS.** These Terms and Conditions and any associated order, purchase order and privacy policy constitute the entire agreement of the parties with respect to the subject matter hereof. Chief hereby rejects any different or additional terms in any customer purchase order, submitted via email, portal, or other electronic means, and expressly limits customer's acceptance to the provisions of Chief's terms and conditions. No waiver by Chief of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any part of the Terms and Conditions are determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of the Terms and Conditions, all of which will remain in full force and effect, and such court shall have the authority, if possible, to revise any invalid or unenforceable provision to most accurately reflect the intent of the parties as shown by the original wording of that provision while rendering it valid and enforceable. No rights, duties, agreements or obligations hereunder may be assigned or transferred by operation of law, merger or otherwise, without the prior written consent of Chief. These Terms and Conditions and the subject matter that they cover including without limitation the purchase of Products do not create any joint venture, partnership, employment, or agency relationship between Customer and Chief or its suppliers. The obligations, rights, Terms and Conditions hereof will be binding upon and inure solely to the benefit of the parties hereto and their permitted respective successors and assigns.
- 20. INQUIRIES.** Any questions or concerns regarding these Terms and Conditions can be directed to Chief at:

1.800.831.7294
privacy@chiefent.com