



STEWARTS OF AMERICA, INC

PINS & PINNED PRODUCTS

2825 Kemet Way
Simpsonville, South Carolina, 29681 U.S.A.
Email: Sales@StewartsofAmerica.com
Web: <http://www.StewartsofAmerica.com>
Ph: 1-864-967-7085 . Fax 1-864-967-4361
Skype ID: StewartsofAmerica

TERMS AND CONDITIONS

- 1. GOVERNING LAW -** Unless otherwise specified by Stewarts of America, Inc. all orders are accepted by Stewarts of America, Inc. at its offices in Simpsonville, South Carolina and shall be governed by and interpreted in accordance with the laws of the State of South Carolina.
- 2. FORCE MAJEURE; APPOINTMENT -** Manufacture shipment and delivery are subject to and Stewarts of America shall not be liable for any delay in or impairment of performance resulting in whole or in part from any war [whether declared or not declared], strike, accident, fire, flood, acts of God, delay in transportation, shortage of materials, equipment breakdowns, orders or acts of any governmental agency or body or any cause beyond the reasonable control of Stewarts of America, Inc., or if performance by Stewarts of America becomes impractical due to occurrence of a contingency, the non-occurrence of which was a basic assumption on which the sale was made. In such event, Stewarts of America, shall have such additional time to perform as may be reasonably necessary and shall have the right to apportion its production among its customers in such manner as it deems equitable.
- 3. MODIFICATION OF TERMS –** Stewarts of America's acceptance of any order is expressly subject to the buyer's assent to each and all of Stewarts of America's terms and conditions and buyer's assent to these terms and conditions shall be conclusively presumed without prompt written objection from the buyer thereto or from the buyer's acceptance of all or any of the goods ordered. No additions to or modifications of said terms and conditions shall be binding upon Stewarts of America unless specifically agreed to in writing by Stewarts of America. If buyer's purchase order or other correspondence or written communication contains terms and conditions contrary to or in addition to the terms and conditions of Stewarts of America, acceptance of any order by Stewarts of America shall not be construed as assessment to such contrary or additional terms and conditions or constitute, a waiver by Stewarts of America of any of its terms and conditions. Any reference to buyer's purchase order or other correspondence or written communication shall not affect or limit the applicability of Stewarts of America terms and conditions.
- 4. PRICE -** Unless otherwise specified in writing by Stewarts of America (a) all prices, quotations, shipments and deliveries by Stewarts of America are Ex-Works Stewarts of America's plant: (b) all base prices, together with related taxes and deductions, are subject to change without notice, and all orders are accepted subject to Stewarts of America's price in effect at the time of shipment, and (c) all transportation and other charges are for the buyer's account.
- 5. CREDIT; DEFAULT IN PAYMENT -** All orders and shipments are subject to approval of Stewarts of America Vice Presidents and Owners and Stewarts of America may at any time refuse to make shipment or delivery if Buyer fails to fulfill the terms and conditions of payment or fails to provide security satisfactory to Stewarts of America. In the event Buyer fails to make payment on any contract between Buyer or any of its affiliates and Stewarts of America in accordance with the terms of such contract, Stewart of America may, at its option, and in addition to all other remedies available to it; (a) defer shipments until such payment is made and satisfactory credit arrangements are established; (b) cancel the unshipped balance of the order.
- 6. SETOFF –** Stewarts of America shall have the right to credit toward the payment of any monies that may become due Stewarts of America hereunder any sums which may now or hereafter be owed to buyer by Stewarts of America.
- 7. TRANSPORTATION -** Stewarts of America has the right to select a carrier but will use its reasonable efforts to comply with Buyer's requested method of transportation, whether or not at higher cost to Buyer, if the method specified by Buyer is deemed by Stewarts of America to be unavailable or otherwise unsatisfactory. Any storage and/ or demurrage charges which may occur and accrue on the goods hereunder are for the Buyer's account.



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8. PACKAGING -

Stewarts of America will use its reasonable effort to comply with any special packaging, loading and bracing requirements specified in writing by Buyer in any order. Stewarts of America will charge for compliance with the Buyer's special requirements. If no special requirements are specified by the Buyer, Stewarts of America shall comply with standard industry practices applied by Stewarts of America to the method of transportation used for such goods.

9. DISCLAIMER; LIMITED WARRANTY -

NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT BY THE WAY OF LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE) EXISTS ON ANY ORDER EXCEPT THAT STEWARTS OF AMERICA WARRANTS: (A) TITLE TO ALL GOODS FURNISHED BY STEWARTS OF AMERICA AND (B) ALL GOODS WILL BE MANUFACTURED IN ACCORDANCE WITH THE SPECIFICATIONS, IF ANY, SET FORTH BY BUYER AND AGREED TO IN WRITING BY STEWARTS OF AMERICA, SUBJECT TO STEWARTS OF AMERICA'S STANDARD MANUFACTURING VARIATION.

10. LIMITATIONS OF BUYERS REMEDIES -

BUYERS REMEDIES WITH RESPECT TO ANY CLAIM ARISING OUT OF ANY ORDER OR STEWARTS OF AMERICA'S PERFORMANCE IN CONNECTION THEREWITH, WITHOUT LIMITATION, AND ANY CLAIM ARISING OUT OF ANY DEFECT OR ALLEGED DEFECT IN ANY GOODS FURNISHED BY STEWARTS OF AMERICA, SHALL BE LIMITED EXCLUSIVELY TO THE RIGHT OR REPLACEMENT OF SUCH GOODS, OR, AT STEWARTS OF AMERICA'S OPTION, TO REPAYMENT OF THE PURCHASE PRICE THEREFOR. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL STEWARTS OF AMERICA BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION, ANY LOSS OF PRODUCTION OR ANTICIPATED PROFITS) OR LIABILITY INCURRED BY BUYER WITH RESPECT TO ANY GOODS FURNISHED OR TO BE FURNISHED HEREUNDER BY STEWARTS OF AMERICA. IN NO EVENT, REGARDLESS OF THE LEGAL THEORY ON WHICH A REMEDY IS SOUGHT, SHALL STEWARTS OF AMERICA'S LIABILITY EXCEED THE PURCHASE PRICE OF THE GOODS.

11. DAMAGED GOODS -

If any good arrive at the Buyer's destination in a damaged condition or a shortage occurs, the buyer shall immediately report the damage or shortage in writing to the delivering carrier and to Stewarts of America. Any loss or storage of goods occasioned by damage, or otherwise in transit, will be for Buyer's account. Stewarts of America may elect to assist Buyer in recovering damages.

12. QUALITY ASSURANCE SPECIFICATIONS -

Stewarts of America shall have no obligation to ensure that any goods purchased from Stewarts of America meet any special quality assurance specifications or other requirements, except as agreed to in writing between buyer and Stewarts of America, and buyer represents and warrants that goods which it purchases from Stewarts of America will not be applied by Buyer to or resold by Buyer for application to any critical end use, unless the appropriate specifications or other requirement for such end use is set forth by buyer in writing and is expressly accepting in writing, by Stewarts of America. Stewarts of America manufactures its products in an industrial grade manufacturing environment. Its products are not manufactured in a pharmaceutical or FDA grade environment. Stewarts of America manufactures its products to the highest standards, but does not guarantee that a filament or pin will not occasionally be lost from a pinned product or brush under normal use. In the event that any such goods supplied by Stewarts of America are applied to critical end use applications without the appropriate specification or other requirements there for having been set forth in writing by Buyer and expressly accepted in writing by Stewarts of America as provided above, buyer shall indemnify and hold Stewarts of America harmless from and against any and all damages or claims for damages made by any persons for any injury, fatal or non-fatal, to any person or for any damages to property, incident to or arising out of such application.



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- 13. TAXES –** Any tax which Stewarts of America may require to pay or collect, though the assessment or otherwise, under any existing or future law upon or with respect of the sale, purchase, delivery, transportation, exportation, storage, processing, use or consumption of any goods described herein, including, without limitation, taxes upon or measured by receipts from sales, shall be for Buyer's account and may be added to the price of such goods. Buyer shall promptly pay any amount thereof to Stewarts of America upon demand but may, in lieu of such payment, furnish to Stewarts of America evidence of the issuance of tax exemption certificates acceptable to the appropriate taxing authorities.
- 14. CLAIMS -** Buyer must make any claims in writing within ninety (90) days after Buyer's receipt of goods. Buyer shall set aside, protect and hold such goods without further processing until Stewarts of America has the opportunity to inspect and advise of the disposition, if any, to be made of such goods. In no event shall any goods be returned, reworked or scrapped by buyer without Stewarts of America's authorization.
- 15. TECHNICAL ASSISTANCE –** Unless otherwise expressly agreed to in writing by Stewarts of America: (a) any technical advice provided by Stewarts of America with respect to the use of goods furnished to Buyer shall be without charge; (b) Stewarts of America assumes no obligation or liability for any such advice or for any results occurring as a result of the application of such advice; and (c) Buyer shall have sole responsibility for selection and specification of goods appropriate for anticipated end use.
- 16. ASSIGNMENT -** Buyer shall not assign any order or any interest therein without written consent of Stewarts of America. Any actual or attempted assignment without Stewarts of America's prior written consent shall entitle Stewarts of America to cancel such order upon written notice to Buyer.
- 17. WAIVER -** Stewarts of America's waiver of any breach of any terms and conditions set forth herein shall not be construed as a waiver of any other breach, and failure by Stewarts of America to exercise any right arising from any default of Buyer hereunder shall not be deemed a waiver of such right, which may be exercised any subsequent time.
- 18. COMPLETE AGREEMENT –** Stewarts of America terms and conditions, together with any other documents incorporated herein by reference, constitute the sole and entire agreement between buyer and Stewarts of America with respect to any order, superseding completely any oral, written, or other communications unless the terms thereof are agreed to in writing by Stewarts of America. No additions to or variations from such terms and conditions, whether contained in buyer's purchase order, or any shipping release or elsewhere, shall be binding upon Stewarts of America unless agreed to in writing by Stewarts of America.