



Terms and Conditions of Sale

1. Applicability. These terms and conditions of sale (these “Terms”) are the only terms which govern the sale of the goods (“Goods”) by Kroll International, LLC (“Kroll International”) and the entity named on the accompanying quotation, confirmation of sale, invoice or account application (“Buyer”) between Kroll International and Buyer. Such accompanying quotation, confirmation of sale, invoice or account application and these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. Any terms or conditions of Buyer that are different or additional to these Terms are expressly rejected by Kroll International, and Kroll International’s acceptance and performance of Buyer’s purchase order is strictly conditional on Buyer’s acceptance of the foregoing. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.
2. Manufacturer’s Regulations. Unless expressly agreed to otherwise, Buyer shall comply with all of the applicable manufacturer’s mandates, regulations, and standard methods related to the Goods (“Manufacturer’s Regulations”). The Manufacturer’s Regulations can include, but are not limited to, department or agency bids at any level, minimum advertised pricing policies, geographical product sales restrictions, notifications of stop-sales, resale to other dealers and distributors, third party e-commerce sales and distribution, use of manufacturer logos and/or trademarks, sale of products via e-commerce channels, use of proprietary licenses and/or designs, and third party shipping by wholesaler or Buyer.
3. Credit Inquiries. By completing an Account Application, Buyer hereby certifies that all statements contained therein are true and correct. Buyer shall notify Kroll International in writing of any changes to the Account Application or any changes in legal structure or ownership of Buyer from the time of completion of the Account Application. Buyer hereby authorizes the Bank and Trade References listed in the Account Application to release any information necessary to assist Kroll International in establishing credit terms. By signature of the applicant (officer, principal, owner or partner), you hereby authorize Kroll to run a full investigation of your credit history including, but not limited to, obtaining a consumer credit report.
4. Delivery and Shipping of Goods. The Goods will be delivered within a reasonable time after the receipt of Buyer’s purchase order, subject to availability of finished Goods, but Kroll International shall not be liable for any delays, loss or damage in transit. Kroll International shall deliver the Goods to the address provided in the Account Application (“Delivery Location”) using Kroll International’s standard methods for packaging and shipping such Goods. Buyer shall be responsible for all unloading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Location. Kroll International may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order. If for any reason Kroll International is unable to deliver the Goods at the Delivery Location because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Kroll International, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Delivery shall be made F.O.B. Kroll International’s location of shipping.

5. Inspection and Rejection of Nonconforming Goods. Buyer shall inspect the Goods within ten days of receipt (“Inspection Period”). Buyer will be deemed to have accepted the Goods unless it notifies Kroll International in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Kroll International. “Nonconforming Goods” means only the following: (i) product shipped is different than identified in Buyer’s purchase order; or (ii) product’s label or packaging incorrectly identifies its contents. If Buyer timely notifies Kroll International of any Nonconforming Goods, Kroll International shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. If Kroll International exercises its option to replace Nonconforming Goods, Kroll International shall, after receiving Buyer’s shipment of Nonconforming Goods, ship to Buyer, at Buyer’s expense and risk of loss, the replaced Goods to the Delivery Location. Buyer acknowledges and agrees that the remedies set forth in this section are Buyer’s exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this section, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Kroll International.

6. Price. Buyer shall purchase the Goods from Kroll International at the prices (the “Prices”) set forth in Kroll International’s published price list in force as of the date of Buyer’s purchase order. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Kroll International’s income, revenues, gross receipts, personnel or real or personal property or other assets

7. Payment Terms. Kroll International may change credit limits or other credit terms at any time, in its sole discretion. Buyer agrees that credit may be cancelled at any time without notice. Buyer shall pay all invoiced amounts due to Kroll International within 30 days from the date of Kroll International’s invoice. Buyer shall make all payments hereunder in US dollars. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Kroll International for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under these Terms or at law (which Kroll International does not waive by the exercise of any rights hereunder), Kroll International shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for 15 days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Kroll International, whether relating to Kroll International’s breach, bankruptcy or otherwise.

8. **MANUFACTURER’S WARRANTY AND DISCLAIMERS.** **KROLL INTERNATIONAL DOES NOT MANUFACTURE OR CONTROL ANY OF THE GOODS OFFERED FOR SALE. THE AVAILABILITY OF GOODS DOES NOT INDICATE AN AFFILIATION WITH OR ENDORSEMENT OF ANY GOODS, PRODUCTS, SERVICES, OR MANUFACTURERS. ACCORDINGLY, KROLL INTERNATIONAL DOES NOT PROVIDE ANY WARRANTIES WITH RESPECT TO THE GOODS. HOWEVER, THE GOODS MAY BE COVERED BY THE MANUFACTURER’S WARRANTY AS DETAILED IN THE DESCRIPTION OF THE GOODS AND INCLUDED WITH THE GOODS. TO OBTAIN WARRANTY SERVICE FOR DEFECTIVE GOODS, PLEASE FOLLOW THE INSTRUCTIONS INCLUDED IN THE MANUFACTURER’S WARRANTY. KROLL INTERNATIONAL MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW,**

COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO BUYER. IN ANY CASE, BUYER AFFIRMS THAT KROLL SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS AS TO THE GOODS.

9. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL KROLL INTERNATIONAL BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT KROLL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL KROLL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED GOODS ORDERED UNDER THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO KROLL FOR SUCH GOODS. FURTHERMORE, BUYER ACKNOWLEDGES THAT KROLL INTERNATIONAL HAS NO CONTROL OVER ANY MANUFACTURER'S REGULATIONS, AND AGREES TO HOLD KROLL INTERNATIONAL HARMLESS AND FREE FROM FAULT IN ANY DISPUTES OR LITIGATION ARISING FROM KROLL INTERNATIONAL'S ADHERENCE OR ENFORCEMENT OF SUCH MANUFACTURER'S REGULATIONS.

10. **Compliance with Law.** Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement and to resell the Goods. Buyer represents and warrants that all purchases of Goods are intended for final delivery to locations within the U.S.

11. **Termination.** In addition to any remedies that may be provided under these Terms, Kroll International may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for 15 days; (ii) has not otherwise performed or complied with any of these Terms or the Manufacturer's Regulations, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, or (iv) Kroll reserves the right to terminate this Agreement at any time with written notification.

12. **Force Majeure.** The Kroll International shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Kroll International including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

13. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall

confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

14. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan.

15. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Michigan in each case located in Macomb County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.