

TERMS AND CONDITIONS

(Updated 06/2020)

GENERAL; PRICING; PAYMENT TERMS.

- * All orders are accepted by Teufelberger Fiber Rope Corp. (TFRC) subject to these terms and conditions. In case of a conflict, inconsistency or addition not expressly accepted in writing by TFRC, these terms and conditions shall be considered as superseding the conflicting, inconsistent or additional terms. The acceptance of an order will supersede all prior communications between you and TFRC and constitute a complete and binding contract between you, as the party purchasing TFRC products, and TFRC, which contract cannot be modified or canceled without the written agreement of both parties.
- * Prices are subject to change without notice. All orders are invoiced at prices in effect at the time of shipment.
- * All new accounts are shipped C.O.D. until open account terms are established. A credit card back-up is required for all C.O.D. shipments.
- * Payment terms are NET 30 DAYS from invoice date for approved accounts.
- * Past due accounts are subject to a finance charge of 1.5% per month from the invoice date.
- * Product may not be returned without prior authorization. All returns of non-defective product are subject to a 20% restocking fee.
- * Sales of spliced goods, cut lengths and other custom made products are final, non-cancellable and non-Returnable (N.C.N.R.).

FREE FREIGHT CONDITIONS.

To qualify for free freight, shipments must meet the following conditions:

- * Invoice must be \$500 or more invoiced at the prices shown on price list OR \$2500 or more if invoiced prices are discounted from listed prices.
- * Invoice must be paid within terms.
- * All shipments are FCA TFRC's facility in Fall River, MA USA with freight charges prepaid and added to the invoice.
- * Freight via common carrier to continental USA and Canada (excluding Alaska, Hawaii, Nunavut, Northwest Territories, the Yukon and Newfoundland).
- * Title and risk of loss or damage shall pass from TFRC upon TFRC's putting the products purchased in good condition into the possession of a common carrier. All claims for damages must be filed with the carrier.

DISCLAIMER OF WARRANTIES; LIMITATION ON LIABILITY.

PLEASE BE AWARE THAT ANY ALTERATION, CHANGE, MODIFICATION, REWORKING OR COMBINATION WITH ANOTHER PRODUCT, INCLUDING BUT NOT LIMITED TO SPLICING (IN EACH CASE, AN ALTERATION AND COLLECTIVELY, ALTERATIONS), IMMEDIATELY ON MAKING OF SUCH ALTERATIONS, RENDERS ANY AND ALL TFRC REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ITS PRODUCTS NULL AND VOID, EXCEPT TO THE EXTENT (AND ONLY TO THE EXTENT) THAT TFRC HAS PROVIDED EXPRESS WRITTEN REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SUCH ALTERATIONS. **FURTHER, TFRC EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY PRODUCT SPECIFICATIONS, NON-INFRINGEMENT OR FUNCTIONAL ABILITY.¹**

TFRC SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, FOR ANTICIPATED OR LOST PROFITS, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, LOSS OF TIME, LOSS OF USE, OR OTHER LOSSES,

EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCURRED BY YOU OR ANY THIRD PARTY IN CONNECTION WITH TFRC PRODUCTS. IN NO EVENT WILL TFRC'S LIABILITY IN CONNECTION WITH TFRC PRODUCTS EXCEED THE AMOUNTS PAID BY YOU FOR SUCH PRODUCTS.

INDEMNIFICATION; ASSUMPTION OF RISK.

TFRC shall have no liability to you, or any customer or end-user, with respect to any Alterations by you or on your behalf, and you agree to indemnify, defend and hold harmless TFRC from and against any and all claims, losses, obligations or liability with respect to such Alterations, whether bought by you or any third party, including but not limited to an end-user of your product (without regard to whether such Alterations were done in accordance with TFRC's splIFE program and/or done by a splIFE qualified person). You agree to (i) maintain policies of insurance, in amounts reasonably acceptable to TFRC, with respect to any such claims, and (ii) provide evidence that TFRC is listed as an additional insured with respect to such policies. It is your responsibility to ensure that your use of TFRC products and any Alterations comply with all standards, rules, regulations and certifications applicable to such products. You agree to, in all cases, properly identify any Alteration as being distinct from a TFRC product. TFRC's ability to continue to deliver products to you may be impacted if you do not comply in all respects with these terms and conditions.

TFRC reserves the right to change or modify any of its products' inherent physical characteristics and technical specifications without prior notice. Any Performance parameters and characteristics provided about TFRC products are based on tests conducted by TFRC under controlled conditions and are intended for comparison and general information purposes only. Since the conditions of actual use may vary and are beyond TFRC's control, we cannot guarantee the same results will be obtained. For more up-to-date information about TFRC products, contact TFRC or your local distributor.

PLEASE NOTE: CLIMBING, MOUNTAINEERING, OTHER HEIGHT RELATED ACTIVITIES AND OTHER ACTIVITIES FOR WHICH TFRC PRODUCTS ARE USED ARE INHERENTLY DANGEROUS. Any person using TFRC products: (A) is personally responsible for (i) choosing the proper equipment, (ii) learning proper techniques, and (iii) employing appropriate safety procedures, and (B) ASSUMES FULL AND COMPLETE RESPONSIBILITY FOR ALL DAMAGES OR INJURY OF ANY KIND TO THEMSELVES, OTHERS OR PROPERTY. All information presented with respect to TFRC products is believed to be correct at the time of its release, but it is not guaranteed to be up to date, correct, or by anyway a complete information source for these products. Please read the instructions for use that accompany each product – PRODUCTS ARE USED AT YOUR OWN RISK.

GOVERNING LAW; JURISDICTION AND VENUE.

These terms and conditions shall be interpreted and construed under the laws of the Commonwealth of Massachusetts, without regard to the choice of law provisions thereof and not including the U.N. Convention on Contracts for the International Sale of Goods, if otherwise applicable. The exclusive jurisdiction and venue for any disputes arising out of or in connection with such contract shall be in the state and federal courts of the Commonwealth of Massachusetts.

TEUFELBERGER Fiber Rope Corp.

848, Airport Road / Fall River, MA 02720, USA / T 800-333-6679 / F 800-647-7631 / E fiberrope.us@teufelberger.com

www.teufelberger.com