

# FIBERGLASS REINFORCED PLASTICS INSTITUTE, INC.

## STANDARD TERMS AND CONDITIONS OF SALE

**DESIGNATION OF PARTIES.** The term “FRPI” refers to the Fiberglass Reinforced Plastics Institute, Inc., a Massachusetts non-profit corporation with a principal office in Worcester Massachusetts. The term “Customer” refers to the person, firm or corporation to whom FRPI sells goods or services (“products”). The term “Other Parties” refers to all others that are or may become involved in services performed by FRPI for the Customer.

**PAYMENT.** Acceptable forms of payment include VISA or MasterCard for e-commerce and Customer or bank checks for all other transactions. Payment is due at time of order entry, unless otherwise proposed and agreed in writing. All payments to FRPI shall be in United States of America currency.

**ASSUMPTIONS AND CLARIFICATIONS.** Any and all assumptions and clarifications contained within a proposal, or later amended in writing, are considered a part of the sales agreement between the Customer and FRPI.

**CODE OF ETHICS.** FRPI’s Code of Ethics published at time of sale is considered a part of the sales agreement when certification products are sold, regardless of whether or not certifications are earned by the Customer.

**OWNERSHIP OF INFORMATION:** FRPI maintains strict copyright protection pertaining to any and all publications, programs, reports and other such intellectual property (the “Work”), pursuant to the United States of America and international copyright laws. Any and all individuals who obtained the Work from FRPI or an FRPI authorized distributor shall abide by terms and conditions agreed to when acquiring the Work. Those that possess the Work shall preserve all licensing and/or copyright notices applied to the Work at time it was originated and safeguard the Work from misuse or abuse. No person or entity shall alter or remove license and/or copyright notices applied to the Work or copy, reproduce, adopt, translate, transmit, merge, modify, create derivative works from, distribute, loan, lease, sublease, rent, assign, sell, publish, or otherwise transfer or exploit in any way the Work in whole or in part without express written authorization from FRPI. The term “derivative works” shall be as defined in 17 USC Section 101.

FRPI maintains or assumes ownership of copyrights on any and all products provided, whether or not provided to Customer as work for hire or derivative works. Customer may only use FRPI products for purposes Customer specifically engaged FRPI’s services to perform, as described within a written accepted Customer purchase order.

**LIMITATION OF LIABILITY.** Products are provided in good faith, where professional opinions and advice are offered for informational purposes only. Any and all actions taken on information provided by FRPI are at the risk of others. FRPI does not intend to assume any responsibility for past, current and/or future performance of any equipment and people associated with products provided. FRPI’s review, acceptance or approval of customer supplied information shall not relieve or discharge Customer, either expressly or by implication, from any responsibility under Customer’s agreements with its clients, suppliers or internally. FRPI logos and certification marks shall be identifying designations for the convenience of FRPI and Customer only and shall not constitute a warranty of any kind, expressed or implied, including the warranties of merchantability and fitness for a particular purpose.

FRPI provides products within industry accepted standards of due care, where such products have been developed and based upon industry knowledge and information available at time of product delivery. Accordingly, the Customer and Other Parties recognize that there may be errors and omissions in such industry standards, specifications, publications, media, testing, inspection, reports and other products provided, relied upon or prepared by FRPI or any of its laboratories and appointed third party consultants or inspectors. FRPI and Customer agree that FRPI will provide additional service to correct and alleviate situations created by errors and omissions. FRPI and Customer further agree that FRPI providing these services is the full limit of FRPI’s liability in these matters, of which effort shall not exceed value of items sold.

In no event shall FRPI be held liable for any legal, consequential, incidental, special or indirect damages or losses of Customer arising out of products offered or provided by FRPI, including but not limited to matters such as property damage, lost solutions, personal injuries, death or other special, indirect, consequential or compensatory damages claimed to result from or be caused by purchase, sale, use or failure of any FRPI products. The Customer

further agrees to defend, indemnify and hold harmless FRPI and FRPI’s corporate members, officers, employees and boards members from and against any and all claims, demands, causes of action, losses, expenses or liabilities, including reasonable attorney fees, and costs, arising out of or related to any product offered or provided by FRPI or FRPI’s clients, consultants, inspectors, contractors, agents and laboratories.

FRPI shall not be liable for delay in performance due to causes beyond its reasonable control, such as acts of Customer, God, civil or military authority, priorities, fires, strikes, floods, epidemics, quarantines, war, riots, delays in transportation or inability due to causes beyond its reasonable control to obtain labor, materials or production capacity.

The Customer’s exclusive remedy for breach of contract as to any term herein, and FRPI’s only liability for such breach, shall be replacement or repair of such products, which ever such remedy FRPI selects, and if FRPI elects to refund the purchase price of any such product or service, and so advise Customer, the Customer must return such goods, together with analyses, compilations, designs, studies, drawings, tapes or other documents prepared by Customer, which contain or otherwise reflect such information or the Customer’s review of or interest in such information, to FRPI on demand.

**TAXES AND FREIGHT:** Prices quoted DO NOT include sales and use taxes or federal excise taxes and where applicable are for Customer’s account unless an Exempt Use Certificate is on file with FRPI. All prices quoted DO NOT include freight charges, unless otherwise stated in proposal and made a part of purchase order.

**ACCEPTANCE AND PRICES.** Customer orders are subject to written acceptance by FRPI. All proposals are based on prevailing material and labor rates at time of proposal. Proposals are valid for thirty (30) days unless otherwise stated, following which expiration FRPI may revise or withdrawal proposal. FRPI reserves the right to correct any obvious errors in products and pricing at no expense to FRPI. Customer agrees to compensate FRPI above and beyond proposal prices for changes in scope of work caused by unforeseen circumstances including but not limited to Customer inadequate and/or noncompliant work associated with their pursuit of FRPI certifications and/or consult, for which FRPI shall reasonably justify such changes and related price increases. It is expressly understood between FRPI, Customer and Other Parties that, notwithstanding anything to the contrary contained in any purchase order, the foregoing provisions shall prevail.

**CANCELLATION:** Cancellation of an order or any part of an order in process will result in payment by Customer of the cost of all materials, testing, labor, overhead and other such expenses incurred in the processing of an order up to the date of cancellation and that such payment is due to FRPI per the terms and conditions agreed to at time of order acceptance or as later agreed in writing. FRPI does not offer any refunds. All sales are final. FRPI reserves the right to cancel or reprice orders due to Customer delays.

**LAW:** These terms and conditions of sale will be governed and construed in accordance with laws of the Commonwealth of Massachusetts. Customer agrees that federal and state courts sitting in Worcester County, Massachusetts will have exclusive jurisdiction over any dispute.

**ENFORCEMENT AND VOIDABLE PORTION:** The failure to enforce a provision of these terms and conditions at any time or times will not be construed to be a waiver of the right to enforce the provision at a later time. If any portion of this agreement is found by a court of competent jurisdiction to be void or voidable under any applicable local or state law, such void or voidable provision shall not affect the balance of the agreement, which shall remain fully enforceable as if said void or voidable provision had been deleted by mutual consent of the parties.

**ENTIRE AGREEMENT:** Sales proposals include only such material and labor for products as specifically stated and when purchased against by Customer shall constitute the sole and entire agreement between parties and supersede all prior contemporaneous statements, promises, understandings or agreements, unless amendments to proposal and/or these terms and conditions of sale have been made in writing, are dually signed and attached thereto.