

# FIBERGLASS REINFORCED PLASTICS INSTITUTE, INC.

## STANDARD TERMS AND CONDITIONS OF SALE

**DESIGNATION OF PARTIES.** The term "FRPI" whenever used herein refers to the Fiberglass Reinforced Plastics Institute, Inc., being incorporated in the state of Massachusetts and having its principal office in the City of Worcester. The term "Customer" whenever used herein refers to the person, firm or corporation to whom FRPI sells to directly.

**TERMS OF PAYMENT.** Acceptable forms of payment for memberships, publications and other products available through e-commerce include VISA, MasterCard and Company or Personal Check. Acceptable forms of payment for Laminating Process audits and Laminate Testing are Company or bank checks only. Payment is due at time of order entry. The terms and conditions of sale offered herein are contingent upon order acceptance by FRPI.

**ASSUMPTIONS AND CLARIFICATIONS.** Any and all assumptions and clarifications presented with a quotation, or later amended in writing, for Laminating Process audits, Laminate Testing or other services FRPI provides shall be considered apart of the agreement between the Customer and FRPI.

**CODE OF ETHICS.** FRPI's Code of Ethics published at the time of sale are considered apart of a sales agreement when Laminating Process Audits and Laminate Testing services are sold, regardless of whether or not certifications are earned by the Customer.

**COPYRIGHTS.** The Customer agrees to abide by all copyright laws and not to make any copies of and/or otherwise distribute the publications published by FRPI without written authorization from an authorized agent of FRPI.

**WARRANTY.** FRPI warrants to the Customer for a period of three (3) months from date of purchase that its publications, reports and other products available through e-commerce ("products") are free from defects in material and workmanship under normal use and service. FRPI's obligation under this warranty shall be discharged by repairing or replacing any such product, which examination of by FRPI shall disclose to be defective. This warranty shall not apply to any product that has been subject to any accident, alteration, abuse, and misuse or to damage from careless or improper handling, fire or act of God. No product claimed to be defective under this warranty shall be returned to FRPI without specific shipping instructions given in writing to the Customer by FRPI.

**LIMITATION OF LIABILITY.** Services are performed in good faith by FRPI for informational purposes only. Any and all actions taken on the information provided by FRPI are at the risk of others. FRPI is not intending to assume any responsibility for the past, current and/or future performance of any Certified Manufacturer's equipment whose laminates have been certified. FRPI's review, acceptance or approval of drawing details or other submittals shall not relieve or discharge the Customer, either expressly or by implication, from any responsibility under their contract with their Clients. FRPI Certified labels furnished to Customers shall be identifying designations for the convenience of FRPI and the 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 services within industry accepted standards of due care. Accordingly, all parties recognize that there may be errors and omissions in publications, media, testing, inspection, reports and other works performed or prepared by FRPI or any of its accredited laboratories and appointed third party inspectors. FRPI and the Customer agree that FRPI will provide additional service to correct and alleviate the situation created by the errors and omissions. FRPI and the 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 the value of the items sold.

In no event shall FRPI be held liable for any consequential, incidental, special or indirect damages or losses of the Customer arising out of services offered or performed by FRPI. The Customer further agrees to defend, indemnify and hold harmless FRPI and the organization's members, employees, officers and directors 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 service offered or performed by FRPI or its agents. Furthermore, FRPI cannot and does not assume any responsibility for property damage, lost solutions, personal injuries, death or other special, indirect, consequential or compensatory damages claimed to result from or be

caused by the purchase, sale, use or failure of any Certified Manufacturer's product and the Certified Manufacturer shall indemnify and hold FRPI and its members, employees, officers, directors and agents harmless from same.

FRPI shall not be liable for delay in performance due to causes beyond its reasonable control, such as acts of the 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 manufacturing 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 repay the sales price of any such product or service, and so advise the Customer, the Customer must return such goods, together with analyses, compilations, designs, studies, drawings, tapes or other documents prepared by the Customer, which contain or otherwise reflect such information or the Customer's review of or interest in such information, to FRPI immediately.

**TAXES AND FREIGHT:** Prices quoted DO NOT include sales and use taxes or federal excise taxes and where applicable are for the Customer's account unless an Exempt Use Certificate is on file with FRPI. All prices quoted DO include freight charges, FOB point of origin.

**ACCEPTANCE AND PRICES.** Customer orders are subject to acceptance by FRPI. All quotations are based on prevailing material and labor rates at the time of quotation. If a Customer does not place an order against a quotation within thirty (30) days, FRPI reserves the right to requote. It is expressly understood that, notwithstanding anything to the contrary contained in any purchase order, which may be inconsistent in any way with the foregoing provisions that the foregoing provisions shall prevail. FRPI reserves the right to correct any obvious errors in products and pricing at no expense to FRPI.

**CANCELLATION:** Cancellation of an order or any part of an order in process will result in payment by the Customer of the cost of all materials, engineering, labor, overhead and other 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:** In legal considerations, Massachusetts State law shall take precedence. Venue shall be Worcester County, Massachusetts.

**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 and in the event any portion of this agreement is 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 quotations cover only such material, equipment and services as specifically stated and when purchased by the Customer shall constitute the sole and entire agreement between the parties and supercedes all prior and contemporaneous statements, promises, understandings or agreements, unless amendments to these terms and conditions of sale have been made in writing, dually signed and attached hereto.