

JUSTRITE SAFETY GROUP (JSG) TERMS AND CONDITIONS OF ONLINE PUBLIC SALES

TERMS AND CONDITIONS

The following terms and conditions (these “Terms”) apply to the purchase and sale of products and services by general public customers, i.e., not JSG distributors, through any U.S. domestic website (“Website”) of Justrite Manufacturing Company, L.L.C., Accuform Manufacturing, Inc., Checkers Industrial Products, LLC, Eagle Manufacturing Company, NoTrax USA, Inc., (each individually, a “Seller,” and, collectively, “Justrite Safety Group”). BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH SELLER, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE’S CONTENTS, GOODS, OR SERVICES BY APPLICABLE LAW.

These Terms are subject to change by Justrite Safety Group without prior written notice at any time, in our sole discretion. The latest version of these Terms will be posted on this Website, and you (“Customer”) should review these Terms before purchasing any products or services that are available through this Website. Your continued use of this Website after a posted change in these Terms will constitute your acceptance of and agreement to such changes.

These Terms, together with the Website Terms of Use and Seller’s Privacy Policy, constitute the entire agreement between Seller and Customer. No other agreement, statements, or promise made by Seller that is not in writing and signed by Seller will be binding upon Seller.

These Terms are an integral part of the Website Terms of Use that apply generally to the use of this Website. You should also carefully review Seller’s Privacy Policy before placing an order for products or services through this Website.

ORDERS

- a) Orders may be placed online through this Website. Online orders will be processed by Seller in the order that they are received. Normal processing time is two business days. If your order is especially urgent, we strongly recommend contacting us directly so that we may expedite shipping.
- b) You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept any orders in our sole discretion. Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Seller reserves the right at any time after receipt of your

order to accept or decline your order for any reason. Seller may require additional verification before accepting any order.

- c) Acceptance of your order and the formation of the contract of sale between Seller and Customer will not take place unless and until payment for your order has been received by Seller and cleared. You have the option to cancel your order (excluding custom) at any time before we have pulled your order for shipment by contacting our Customer Service department.
- d) Customized Products. Seller is a family-oriented business with family values. As such, we have set certain thresholds for the products we sell on our website and that we ask our employees to produce. We will not produce materials that:
 - i. Include hate speech or racial or ethnic slurs;
 - ii. Directly insult the USA;
 - iii. Are abusive, harassing, obscene, or libelous;
 - iv. Encourage violence or illegal activities;
 - v. Are pornographic or exploit children; or
 - vi. Infringe or violate any party's patent, trademark, copyright, or other proprietary right.
- e) Seller reserves the right to contact you if you submit an order for a customized product that we feel includes objectionable material. We will either jointly modify the content, or we promptly refund and cancel the order. We also reserve the right to act on objectionable material submitted to us. It shall be at Seller's discretion to accept or reject any purchase order submittal.
- f) Cancellation. Cancellations of accepted orders must be approved in writing by Seller in its discretion and are further subject to the following upon such approval. Seller will endeavor to stop all of its work with respect to such order within a reasonable time after Seller receives and approves Customer's request to cancel. Customer agrees to pay Seller for all work in process and any raw materials or supplies used, or for which commitments have been made by Seller in connection with the order, on the basis of Seller's full costs and expenses computed in accordance with Seller's standard practices, plus fifteen percent (15%) of such full costs and expenses. Orders cannot be cancelled after they are in the computerized scheduling queue.

PRODUCT SPECIFICATIONS, DESCRIPTIONS, AND COLORS

- a) Product colors, material choices, and other specifications are subject to change without notice and may vary. Colors are reproduced as accurately as possible. Availability of products and services as disclosed on the Website are subject to change, and items may be discontinued at any time, without notice.
- b) Seller attempts to be as accurate as possible. However, Seller does not warrant that product descriptions or other content of our website is accurate, complete, reliable, current, or error-free. If a product offered by Seller is not as described, your sole remedy is to return it in unused condition.
- c) Products, and art proofs, are viewable by computers connected to the Internet. These computers may view Seller's products solely through their computer screens ("Monitors"). Monitors may be configured to display images and colors in a variety of ways, both through the use of hardware set-up and software set-up. There are many possible settings for Monitors and there is no true uniform standard to which all Monitors conform. What may look one way on one Monitor, will look different on another. Further,

Monitor's display images with light and use a standard known as RGB to do so. Seller produces products in a variety of ways (CMYK, and others) that do not use light. As such, you agree that Seller does not guarantee that the colors as they appear on the Monitor will look the same as the colors as they appear on the purchased product. Seller works hard to make the colors on the Monitor be as true as possible to the printed colors, however, the differences in Monitors and the differences between light and pigment make it impossible to guarantee matching colors for all Customers. Light at your workstation may also interfere with appearance of colors.

- d) Proofs are available upon request. Signed approval may be required prior to production. Requests for artwork proofs may delay shipment of your order. Artwork, type, films, dies, tapes, disks, or other items supplied or designed by us shall remain our property.

PRICING

Prices listed on this Website are valid for and at the time of order placement on the Website. All prices are subject to change without notice. In the event Seller changes its prices, the price of products ordered by Customer but not yet shipped will be the price in effect on the date Seller received the order for them, except that if Seller agrees to delay the manufacture, production, or delivery of any products upon Customer's instructions, the prices of such products will be those in effect when instructions are later received from Customer to complete such manufacture, production, and delivery. Any additions to an outstanding order will be accepted only at prices in effect when the additional order is accepted. Prices do not include taxes or charges for shipping and handling. Discounted prices listed on the Website for promotional or clearance items are only valid for the items specified. Despite Seller's best efforts, a small number of the items may be mispriced. If the correct price of an item sold by Seller is higher than the stated price, Seller will, at its discretion, either contact Customer for instructions before shipping or cancel the order and notify Customer of such cancellation.

PAYMENT TERMS

- a) Terms of payment are within Seller's sole discretion. Unless otherwise agreed by Seller in writing, payment for the net invoice amount of any order is due immediately via credit card. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any. In the event of any dispute between Customer and Seller, Customer will not withhold payment for products purchased under these Terms or any other amount payable to Seller.
- b) If you are an established, authorized distributor for Seller, you will not receive any discount or other benefits established per our Distributors' terms and conditions when purchasing through any of our public websites. As an authorized JSG distributor, you must purchase via purchase order, or through our online Customer Access Network (CAN) to receive your established distributor terms.

CREDIT

As a condition for the extension of credit, Customer agrees Seller may request and evaluate Customer's financial information from third parties. Seller reserves the right to report Customer payment history, including delinquencies, to credit agencies and discontinue the extension of credit to any Customer due to late payment or changes in business conditions.

TAXES

- a) Any manufacturer's tax, retailers' occupation tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee, or charge of any nature whatsoever, imposed by any government authority, on or measured by any transactions between Seller and Customer, will be paid by Customer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such tax, fee, or charge, Customer will reimburse Seller for it, or in lieu of such payment, Customer will provide to Seller in a timely manner, and prior to order placement, an exemption certification or other document acceptable to the authority imposing any such tax.
- b) If you are tax exempt and are shipping to a state where we collect sales tax, you may complete your order, and notify Seller by contacting our Customer Service Department. Tax Exemption Refunds can only be applied within 30 days from order date. Notify Seller as soon as your order is placed to assure that your refund is applied. Seller will refund the sales tax upon receipt of the appropriate tax certificates.

CLEARANCE MERCHANDISE

Products advertised and sold as CLEARANCE are non-returnable. All sales of CLEARANCE merchandise are sold "as-is" and with no warranty of any kind, either express or implied. CLEARANCE items may have minor cosmetic damage (scratches in paint, dents, etc.) All CLEARANCE sales are final – no refunds or exchanges are permitted. While Seller makes an effort to provide accurate photos, descriptions, and specifications, CLEARANCE items might have slight variations. CLEARANCE merchandise is only available while supplies last – no rainchecks or substitutions.

FREIGHT, DELIVERY, AND ACCEPTANCE

- a) Delivery of products to Customer will be FOB shipping point from Seller's plant and, except when Customer has arranged for pick up or arranged its own carrier, shipment will be by way of common carrier, contract carrier, or Seller's truck, at Seller's option. Unless otherwise noted, Customer will pay all shipping and handling charges specified during the ordering process. Seller reserves the right to charge an additional fee for boxing orders that are less than a full truckload. Regardless of whether Seller or Customer pays the freight, title and all risk of loss or damage passes to Customer at FOB shipping point.
- b) Upon acceptance of your order and verification of approved payment, products will be shipped out as soon as possible. Shipping and delivery dates are estimates only and cannot be guaranteed. Shipping times represent the time it normally takes your package to arrive from the day we actually send it out, not from the day you submit your order. Processing and shipping times exclude Saturdays, Sundays, and holidays. If, for some unforeseen reason, an item is no longer available or will be backordered for an extended

period of time, you will be notified as soon as possible. We are not liable for any delays in shipments. Seller will not be responsible for loss, damage, or delay caused by the carrier. Customer will be responsible for filing and recovering on any and all freight damage claims. Customer is responsible for discovering concealed freight damages; Seller will not honor claims for concealed damage.

- c) Customer may be charged for any warehousing fees, demurrage fees, and trucking and other expenses occasioned by or incident to any delays requested or made for the convenience of Customer beyond the scheduled shipping date. Methods and route of shipment will be at the discretion of Seller unless Customer specifies otherwise in writing and Seller agrees. Any additional expense associated with the method or route of shipment specified by Customer will be borne by Customer.
- d) Claims for shortages or other errors must be made in writing to Seller within ten days after receipt of a shipment. Failure to make such a claim within the ten-day period will constitute a waiver of all such claims by Customer, and such failure will constitute acceptance of the products.

NON-WARRANTY RETURNS AND EXCHANGES

- a) Except for products designated as non-returnable (e.g., CLEARANCE items and customized products), Customers wishing to return or exchange products for other than warranty claims must notify Seller within 30 days of shipment. Products must be unused, undamaged, saleable, and in original packaging.
- b) UNDER NO CIRCUMSTANCES WILL USED PRODUCTS BE ACCEPTED FOR RETURN.
- c) Returns and exchanges will be FOB Seller's plant. Customer is responsible for all shipping and handling charges on returned and exchanged items, and returns or exchanges shipped "freight collect" will not be accepted. Customer bears the risk of loss during shipment.
- d) Seller will exchange items purchased from us for new products of equal value. Customer is responsible both for shipping and handling charges on the new product and for return shipping and handling charges on the product being exchanged.
- e) Refunds are processed within approximately seven (7) business days of our receipt of the returned or exchanged products. Your refund will be credited back to the same payment method used to make the original purchase on the Website.
- f) Products that are made to order, custom, clearance or discontinued products are not returnable for credit.

LIMITED WARRANTY

- a) Seller warrants that its products are free from defects in material and workmanship, at the time of shipment and for a period of time as so advertised on the product from the date of sale to Customer (the "**Limited Warranty Period**"). Seller is not responsible for misuse of the products, or if Customer is unable to use the product for any reason other than a defect in material or workmanship. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

- b) This limited warranty extends only to the original Customer of products purchased directly from Seller on the Website. This limited warranty does not extend to any subsequent or other owner or transferee of the product.
- c) You agree that the determination of whether a product's failure or breakage is due to a defect in material or workmanship is within the sole discretion of Seller. You further agree to provide full and complete information regarding the circumstances of the failure or breakage, including but not limited to the use of the product, the conditions the product was in, and any other information useful to an informed determination by Seller as to the cause of the failure or breakage. Damage caused by accidents, improper use, storage, modifications, unauthorized repair, normal wear and tear, or any other reason not related to defects in material or workmanship of the relevant product is the responsibility of Customer.
- d) If any breach of the preceding limited warranty is reported to Seller by Customer before the end of the applicable Limited Warranty Period, Seller, at its exclusive option, will, upon confirmation of the existence of a defect covered by the applicable Limited Warranty, either: (i) provide a replacement product to Customer free of charge in exchange for visual proof of the defective product, or (ii) refund to Customer the purchase price of such defective product. If Seller elects to provide a replacement product, the Limited Warranty Period is not extended; the period of coverage for such replacement product shall be equal to the Limited Warranty Period remaining for the defective product. All replacement products will be provided FOB Seller's plant.
- e) All shipping and handling charges related to returning the product to Seller for inspection will be prepaid by Customer. If the product is determined to be defective under the limited warranty, we will refund such shipping and handling charges. If the product is determined not to be defective under the limited warranty, shipping and handling charges to return the non-defective product back to Customer will be paid by Customer. Authorization (RGA) form. Any item requested for return, must be in the original packaging, unused, and the original purchase date from Justrite must be no longer than one (1) year prior to the requested return date.
- f) All expenses, losses in revenue, and labor charges arising or originating from the failure of defective products will be borne by Customer.
- g) Please note only returns accompanied by a JUSTRITE SAFETY GROUP (JSG) issued RGA number will accepted. Additionally, JSG issued RGA documents will include shipping instructions specifying where goods should be returned. RGA documents may authorize you to return goods to a manufacturing location different from the one where the goods originally shipped from. Additionally, it is possible that RGA shipping instructions will include more than one shipping destination.
- h) Refunds are processed within approximately seven (7) business days of our receipt of the returned or exchanged products. Your refund will be credited back to the same payment method used to make the original purchase on the Website.
- i) Products that are made to order, custom or discontinued products are not returnable for credit.

LIMITATION OF LIABILITY

- a) THE PRECEDING EXPRESS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY MADE BY SELLER NOTWITHSTANDING ANY OTHER DOCUMENT OR PROVISION,

INCLUDING, WITHOUT LIMITATION, ANY SPECIFICATIONS, AND SELLER MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS SOLD IN CONNECTION WITH THIS DOCUMENT, WHETHER: AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ANY OTHER MATTER; ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; OR THAT THE PRODUCTS WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS, OF THIRD PARTIES. THESE DISCLAIMERS SHALL APPLY EVEN IF THE PRECEDING LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THE LIMITED WARRANTY PERIOD.

- b) THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY. SELLER WILL NOT UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, WHETHER FOR DEFECTIVE OR NONCONFORMING PRODUCTS, BREACH OR REPUDIATION OF ANY TERM OR CONDITION HEREIN, NEGLIGENCE, OR ANY OTHER REASON. FOR PURPOSES OF THIS SECTION, "SELLER" INCLUDES SELLER'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, AND SUPPLIERS. IN NO EVENT SHALL THE TOTAL COLLECTIVE CUMULATIVE LIABILITY OF SELLER EXCEED THE AMOUNT PAID TO SELLER BY CUSTOMER FOR THE DEFECTIVE PRODUCT THAT CUSTOMER PURCHASED THROUGH THE WEBSITE.

DISCLAIMERS

- a) Customer is solely responsible for determining the suitability and compatibility of Customer's methods, processes, designs, and materials used with the products, and the suitability of the products for Customer's needs and applications. Customer will at all times be responsible for determining the suitability of Seller's or Seller's affiliates' information, review and test results, opinions, processes, products and services for use in Customer's own processing and applications, and for identifying and performing to Customer's satisfaction all quality control tests, analyses, forecasts, and other tests and examinations necessary to assure that Customer's products and services will be safe, acceptable, and suitable for use under end-use conditions.
- b) Although Seller has attempted to provide accurate information on this Website, Seller assumes no responsibility for, and makes no representations with respect to the accuracy of the information. Seller reserves the right to add, modify, or delete any content from the Website, including these Terms, at any time, without prior notice.
- c) Safety Identification. The requirements for signs, labels or tags content are determined by intended use and by applicable regulation. Customer is responsible for determining the appropriate content for the safety identification. Seller makes no warranty or representation of suitability of a sign for any specific application.

- d) Translations. Seller makes no warranty, expressed or implied, that the translations throughout this Website, or in our print catalog, are in fact the dialect used within your geographic region. If you require a specific translation, please provide it in writing with your order. If Seller is asked to provide translation, it will be in the dialect of our choosing unless otherwise specifically directed.

FORCE MAJEURE

Seller will not be liable or responsible to Customer, nor be deemed to have defaulted under or breached these Terms, for any delay in delivery or failure to deliver due to any cause beyond Seller's reasonable control, including, without limitation: acts of God; any act of Customer; embargo or other governmental act, regulation, or request; fire; accident; strike; slowdown; war; riot; civil unrest; terrorist threats or acts; flood; earthquake; epidemics; delay in transportation; or inability to obtain necessary labor, materials, or manufacturing facilities at customary prices ("**Force Majeure Event(s)**"). In the event of any Force Majeure Event, Seller may extend the date of delivery for a period equal to or greater than the time lost by reason of the Force Majeure Event and will resume performance of its obligations as soon as reasonably practicable after the removal of the cause. Delay in delivery of any lot or installment will not relieve Customer of Customer's obligation to accept remaining deliveries.

RESTRICTIONS ON RESALE AND EXPORT

You agree to comply with all applicable laws and regulations of the various states and of the United States, including all export regulations. Seller does not warrant, and strictly forbids selling or delivering products to Comprehensively Embargoed Countries such as: Cuba, Iran, North Korea, Sudan, Somalia, Syria, and any other counties currently listed in the US Government's Office of Foreign Assets Control (OFAC) Sanctions List.

PRIVACY

Our Privacy Policy governs the processing of all personal data collected from you in connection with your purchase of products or services through the Website.

CREDIT CARDS AND ORDER SECURITY

Seller has stringent policies when it comes to credit card screening and is dedicated to protecting our customers from credit card fraud. To protect the security of your credit card and help expedite your order, if your order is shipping to an address that is not the same as the billing address on your credit card, you may be asked to list the alternate address with your credit card company.

COMPLETE AGREEMENT

These Terms, together with the Website Terms of Use and our Privacy Policy, constitutes the entire agreement between Seller and Customer on the matters contained herein. All matters arising out of or relating to these Terms are governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule. This document cannot be amended or modified as against Seller except by a writing signed by an authorized officer of Seller. You will not assign any of your rights or

delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation hereof is null and void. No assignment or delegation relieves you of any of your obligations under these Terms. These Terms do not and are not intended to confer any rights or remedies upon any person other than Customer. No claim or right of Seller arising out of any breach of any of the Customer's obligations to Seller may be discharged by any purported waiver or renunciation unless such waiver or renunciation is made expressly by Seller in writing and is supported by consideration. If any provision of these Terms is invalid, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.



Contact Information

Have questions or want more information? See the applicable website below to contact the relevant customer service.

accuform.com, compliancesigns.com,

Mailing address:

16228 Flight Path Drive
Brooksville, FL 34604

Visit:

<https://www.accuform.com/marketing/contact-us>
<https://www.compliancesigns.com/contact-us>

Checkers-Safety.com, Eagle-Mfg.com, Justrite.com, or NoTrax.com

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<https://www.notrax.com/contact-us>