

WARREN PAINT AND COLOR CO.
TERMS AND CONDITIONS
October 1, 2014

THE FOLLOWING TERMS AND CONDITIONS GOVERN ALL SALES OF WARREN PAINT AND COLOR CO. PRODUCTS AND MATERIALS WHETHER MADE PURSUANT TO ORAL OR WRITTEN ORDERS TO ITS REPRESENTATIVES, SALESMEN, DISTRICT OFFICES, PLANTS, OR THE HOME OFFICE IN NASHVILLE, TENNESSEE.

TERMS AND CONDITIONS TO GOVERN

Acceptance of orders, whether oral or written, is based on the express condition that buyer agrees to all the terms and conditions expressed herein. These terms and conditions will govern unless Buyer notified Seller of their unacceptability within five (5) days from the receipt of these terms and conditions. Buyer's failure to object to these terms and conditions within five (5) days, or acceptance of delivery by Buyer, will constitute Buyer's assent to said terms and conditions. These terms and conditions represent the final and complete agreement to the parties and no terms and conditions in any way modifying or changing the provisions stated herein shall be binding upon Seller unless made in writing and signed and approved by an officer or other authorized person at the home office of Warren Paint and Color Co. No modification of any of these terms shall be effected by Seller's shipment of goods following receipt of Buyer's purchase order, shipping request, or similar forms containing printed terms and conditions additional to or different from the terms herein.

The receipt of materials as listed on this delivery ticket and/or invoice indicate the acceptance of the terms and conditions as outlined on said invoice and/or statements, including the imposition of a service charge of 1.5% per month compounded an account balances over thirty days old. (ANNUAL PERCENTAGE RATE OF 18%) in the event this account is placed in the hands of an attorney for collection or suit instituted to collect same or any portion thereof, the person or company to whom the delivery of these materials is made agrees and promises to pay a reasonable attorney's fee, reasonable collection agency fee, plus all other costs of collection. By acceptance of these goods the person or company receiving these goods agrees that they are subject to the jurisdiction of the courts of the State of Tennessee, and they further agree that any lawsuit brought in connection with said materials will be brought in the State of Tennessee.

APPROVAL OF ORDERS

Orders are subject to acceptance by Seller's Division Office. Buyer will be notified promptly if orders are not accepted.

PRICES

Prices are subject to change without notice by Seller. Buyer shall pay prices in effect at time of shipment. Any increase in the transportation rates or any changes in routing resulting in increase in transportation costs will be for Buyer's account.

CASH DISCOUNTS

Cash discount, if any is indicated, will be allowed only if taken within the time stated, all prior invoices are paid, and provided there are no past due items.

FORCE MAJEURE

Delay in delivery or non-delivery in whole or in part by Seller shall not be a breach of this agreement if performance is made impracticable by the occurrence of any one or more of the following contingencies, the nonoccurrence of which is a basic assumption on which the agreement is made: (a) fires, floods, or other casualties; (b) wars, riots, civil commotion, embargoes, governmental regulations, or martial law; (c) Seller's inability to obtain necessary materials (finished or otherwise) from its usual sources of supply; (d) shortage of cars or trucks or delays in transit; (e) existing or future strikes or other labor troubles affecting production or shipments, whether involving employees of Seller or employees of others, and regardless of responsibility or fault on the part of the employer, and (f) other contingencies of manufacture or shipment, whether or not of a class or kind mentioned therein and not reasonably within Seller's control.

TAXES

All taxes and excises of any nature whatsoever now or hereafter levied by governmental authority, whether federal, state, or local, upon the sale, use, or transportation of any goods converted hereby, shall be paid and borne by Buyer.

TITLE TO GOODS

Title to the goods shall pass to Buyer upon delivery thereof to the carrier. Delivery to carrier shall constitute delivery to Buyer, and thereafter the goods shall be at Buyer's risk. Any claim by Buyer against Seller for shortage or damage occurring prior to such delivery must be made within five (5) days after receipt of the goods and accompanied by original transportation bill signed by carrier noting that carrier received the goods from Seller in the condition claimed.

WARRANTY

All goods sold by Seller are warranted to be free from defects in material and workmanship.

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS.

Seller shall not be liable for incidental or consequential losses, damages, or expenses, directly or indirectly arising from the sale, handling, or use of the goods, or from any other cause relating thereto, and Seller's liability in any case is expressly limited to the replacement (in the form originally shipped) of goods not complying with this agreement, or, at Seller's election, to the repayment of or crediting Buyer with, an amount equal to the purchase price of such goods, whether such claims are for breach of warranty or negligence.

Any claimed defect in material or workmanship shall be deemed waived by Buyer unless submitted to Seller in writing within thirty (30) days from the date it was, or by reasonable inspection should have been, discovered by Buyer, but no later than 60 days from the date of purchase.

Seller shall not be liable under the foregoing warranty if any loss or damage is caused by improper application or use of the goods, or if the goods are not applied and used according to Seller's current printed directions and specifications, free copies of which are available on request.

No action may be brought more than one year after the purchase of the Product and any such action must be brought in the Chancery Court for Davidson County. ALL PARTIES WAIVE ANY RIGHT TO A JURY TRIAL.

DESIGNATION OF CARRIER

For all sales made on a delivered price basis, Seller reserves the right to designate the carrier.

CANCELLATIONS

Seller reserves the right to require payment for the goods in advance, or satisfactory security if the financial responsibility of Buyer becomes unsatisfactory to Seller. If Buyer fails to make payment in accordance with the terms of this agreement, or any collateral agreement, or fails to comply with any provision thereof, Seller may, at its option (and in addition to other remedies), cancel any unshipped portion of this order. Buyer will remain liable for all unpaid accounts.

Goods cannot be returned and orders, once accepted, cannot be cancelled without Seller's prior written consent. In the case of special or non-stock goods, Buyer's cancellation will be accepted only upon Buyer's acceptance and payment in full for finished items and items within 10 days of completion and on other items in process of manufacture, the cancellation charge shall be the percentage of completion as applied to the purchase price. Where unprocessed goods only are involved the cancellation charge shall be the cost of the material plus 10%.