

# PL-127 INDUSTRIAL DISTRIBUTOR GENERAL TERMS & CONDITIONS OF SALE

*These General Terms & Conditions of Sale shall govern any purchase of Products by you ("Buyer") from Ansell Protective Products Inc. and/or its affiliate/parent companies (collectively, "Seller"), unless superseded by the terms of a separate written agreement between Buyer & Seller:*

## **1. Prices:**

Buyer shall pay to Seller the prices for the Products as set forth in the PL-127 Industrial Distributor Price List ("Price List"). All prices shall be those set forth in the Price List in effect at the time of Seller's shipment of the Products - check [www.ansellpro.com](http://www.ansellpro.com) for the current version of this Price List. The Price List and these General Terms & Conditions of Sale apply to Buyer based upon Buyer's business and the markets and channels of distribution applicable thereto, and any price lists or terms applicable to other markets or channels of distribution shall not apply to Buyer's purchases.

## **2. Payment Terms:**

Payment for Products purchased by Buyer from Seller shall be made as follows: 1% 15 (fifteen) days; Net 30 (thirty) days.

## **3. Shipments:**

All Products shall be shipped and delivered F.O.B. Seller's Factory or Warehouse (as applicable). Seller shall pre-pay freight (and charge Buyer) for orders of Products set forth in the Price List totaling less than \$3,000 (three-thousand dollars); Seller shall pay freight for orders of Products set forth in the Price List totaling in excess of \$3,000 (three-thousand dollars) for deliveries made within the contiguous 48 states (Alaska and Hawaii excluded). Products which are not set forth on the Price List (but which do not constitute Special Production Orders hereunder) shall be processed separately, and Seller shall pre-pay freight (and charge Buyer) for orders of such non-Price List Products totaling less than \$3,000 (three-thousand dollars); Seller shall pay freight for orders of such non-Price List Products totaling in excess of \$3,000 (three-thousand dollars) for deliveries made within the contiguous 48 states (Alaska and Hawaii excluded). Seller may, in its sole discretion, may agree to make drop shipments to Buyer. Any Products delivered to Buyer by way of such drop shipments shall include a 15% (fifteen percent) surcharge added to the invoice total. No split shipments shall be available for any such drop shipment.

## **4. Orders; Minimum Requirements:**

All orders must be approved and accepted by Seller, in its sole discretion. Buyer's mere possession or receipt of a Price List or these General Terms & Conditions of Sale may not necessarily constitute an offer for sale (see paragraph 10). Seller reserves the right to reject any order or refuse to ship Products to Seller for any reason, including, without limitation, Buyer's failure to pay previous invoices or Buyer's insolvency or financial difficulties. All orders must total at least \$250 (two-hundred fifty dollars) each in order to be eligible for acceptance by Seller. In addition, all Products ordered must be ordered in full case quantities. Seller reserves the right to adjust quantities ordered by Buyer (either by increase or decrease) in order to match Seller's packing and packaging requirements and practices.

In all instances with the exception of those orders communicated by telephone from the Buyer to the Seller, Buyer will present the Seller with a fully authorized purchase order (PO) document containing at a minimum the following information related to the associated transaction:

- Product Description (style # and size)
- Accurate Unit of Measure
- Ansell Standard Product Number(s) (ASPN) and or Vendor Part Number(s)
- Current Unit Price
- Complete Shipping Address

## **5. Warranties; Remedies:**

Seller warrants that the goods purchased are free from defects in workmanship or material. Seller shall replace all goods which are defective in material or workmanship or credit Buyer the purchase price (at Seller's option) if such goods are returned to Seller for examination. Seller does not guarantee any of its

goods against deterioration caused by wear, age, abuse, accidents, strong solvents, or lengthy exposure to direct ultraviolet light. SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EXCEPT AS EXPRESSLY SET FORTH HEREIN, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. In case of any breach of this Agreement, the non-breaching entity shall have the benefit of the remedies provided by the laws of the State of New Jersey governing the sale of goods, except that no such entity shall have the right to punitive, exemplary, multiplied or consequential damages, all of which are hereby irrevocably waived by all of the parties. Seller warrants that in furnishing the Products, Seller, its affiliates and the Products will comply with all applicable Federal, State and local laws and regulations relating thereto, including (without limitation) the Federal Food, Drug and Cosmetic Act.

## **6. Governing Law & Forum:**

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OF SALE, OR THE BREACH THEREOF, OR ANY OTHER ASPECT OF THE RELATIONSHIP BETWEEN BUYER AND SELLER AND THEIR RESPECTIVE AFFILIATES, SHALL BE SUBMITTED TO AND ADJUDICATED BY THE COURTS OF THE STATE OF NEW JERSEY (MONMOUTH COUNTY) AND/OR THE FEDERAL COURTS WHOSE JURISDICTION ENCOMPASSES MONMOUTH COUNTY, NEW JERSEY, TO THE EXTENT SUBJECT MATTER JURISDICTION EXISTS. SUCH COURT SHALL APPLY THE SUBSTANTIVE LAW OF THE STATE OF NEW JERSEY (WITHOUT REGARD TO ANY CONFLICT OR CHOICE OF LAW PRINCIPLES) IN ADJUDICATING ANY SUCH DISPUTE, AND SUCH COURT SHALL NOT AWARD PUNITIVE, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES, AND EACH ENTITY BOUND HEREBY IRREVOCABLY WAIVES ANY RIGHT TO SEEK SUCH DAMAGES IN ANY JUDICIAL PROCEEDING.

## **7. Adjustments:**

Any discrepancy on this invoice must be reported to Seller's Customer Service Department within thirty (30) days of Buyer's receipt of goods in order to qualify for an adjustment. Claims for loss or damage as a result of shipment must include a copy of the delivery receipt.

## **8. Security Interests:**

Buyer hereby grants to Seller a security interest in all Products covered hereby as security for payment of all amounts due hereunder. Buyer agrees to assist Seller in perfecting such security interest by execution upon request of Seller of appropriate documents, including, without limitation, form UCC-1 financing statements and cooperation with Seller (at Seller's expense) as to all further acts or instruments reasonably necessary to perfect, preserve, and protect the security interest created hereby. The Seller shall have available all of the remedies of a secured creditor under the Uniform Commercial Code.

## **9. Option to Accelerate:**

Seller shall have the right on written notice to Buyer to demand immediate payment of amounts due hereunder when Seller believes in good faith that the prospect or payment or performance by Buyer hereunder is impaired. The acceptance of Products by Buyer shall constitute an express representation that Buyer is not then insolvent within the meaning or Title 11, United States Code or any similar federal or state law.

## **10. Additional or Different Terms:**

This instrument is subject to any related agreement signed by the parties. In the absence of such agreement, this instrument constitutes an offer to sell the Products listed in the Price List pursuant to the terms and conditions and at the prices contained therein. THIS OFFER IS EXPRESSLY CONDITIONED ON ACCEPTANCE WITHOUT ADDITION OR ALTERATION. SELLER HEREBY PROVIDES NOTICE THAT IT OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED IN ANY INSTRUMENT REQUESTING OR CONFIRMING THIS OFFER OF SALE BY OR ON BEHALF OF BUYER. In addition to the foregoing, acceptance of the Products by Buyer shall constitute an express waiver by Buyer of any such additional or different term which it may have proposed.

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## 11. Taxes:

Any tax, duty, custom or other fee of any nature imposed upon this transaction by any Federal, State or local governmental authority shall be paid by Buyer in addition to the price quoted or invoiced. In the event Seller is required to prepay any such tax, Buyer shall reimburse Seller.

## 12. No Unauthorized Resale:

The Products sold hereby are intended for Buyer's "own use" in the United States and are not for resale unless the Buyer is an authorized distributor of Seller.

## 13. Product Shortages:

Seller will make reasonable efforts to fulfill orders; however, Seller shall not be held liable for delays in delivery due to product shortages, acts of nature, war, terrorism, regulatory or carrier issues.

## 14. Discounts; Rebates:

All discounts and/or rebates are to be separately and individually negotiated between Seller and Buyer in writing. Buyer is instructed to contact Seller's Customer Service Department to confirm pricing prior to the submission of any bid to a third party based upon or relating to such pricing – only prices confirmed in advance as provided herein shall be protected or held as firm by Seller. Seller will pay rebates (if applicable) to distributors only for products sold to end users located in the U.S. who are entitled by contract with Seller to a price below distributor list price. Seller will pay rebates only for such products that are purchased directly from Seller in the U.S. Buyer's acceptance of a rebate from Seller constitutes a representation by Buyer that such rebate relates solely to products that meet the requirements of this paragraph. Buyer will provide Seller with a clear proof of delivery if applicable and or mutually agreed upon supporting sales documentation within thirty (30) days of sale for all applicable products. By accepting any rebate, Buyer further agrees that Seller shall have the right, on reasonable notice and during normal business hours, to audit Buyer's books and records for purposes of confirming the validity of a rebate.

## 15. Special Production Orders:

Any order of synthetic Products not listed in the Price List ("SPO") shall NOT be eligible for discounts. The minimum order quantity for any SPO is 144 dozen per Product size. Any SPO shall be deemed satisfied and complete if the quantity of SPO Products shipped by Seller is  $\pm 10\%$  of the quantity ordered by Buyer. Buyer should contact Seller's Customer Service Department for information regarding available styles, cost, and delivery dates for SPO Products. Buyer should contact Seller's Customer Service Department for a list of available "made-to-order" knitted Products and information regarding their manufacture and delivery estimates.

## 16. Product Returns:

A. DAMAGED GOODS: Please address all correspondence regarding damaged Products to: Ansell, Attn: Customer Service Department, 200 Schulz Dr., Red Bank, NJ 07701. Buyer must specify item, quantities involved and nature of the damage.

B. Returned Products will not be accepted without approval by Seller's Customer Service Department or Buyer's Territory Manager and Regional Sales Manager. Requests for return authorization due to Seller's order entry/shipping errors or distributor ordering errors should be directed to Customer Service within thirty (30) days. All other requests should be directed to Buyer's Territory Manager and Regional Sales Manager. If the request is approved, Buyer will receive a return authorization (see below). All authorized shipments of returns must be received by Seller within thirty (30) days of the date of authorization of the return. The following additional requirements shall apply:

- Items returned within 12 months of original shipment date will be credited at invoice price less 15% restocking charge.
- Items returned over 12 months but less than 24 months from the original shipment date will be credited at invoice price less 30% restocking charge.

- No items may be returned after 24 months.

- Returns will be allowed on unsupported natural rubber items within 12 months of original shipment date.

- No returns will be authorized and no credit will be given for discontinued items and special production items, including, without limitation, single-hand Products.

- Increased restocking charges will apply should Product condition require downgrading upon inspection (or repackaging be necessary).

C. Only Products in original FULL & UNOPENED shipping cases will be authorized for return (exception: Products exhibiting manufacturing defects).

D. All Products returned must be shipped freight prepaid, except merchandise returned due to Seller's shipping error or Product manufacturing defect.

E. Seller does not accept any responsibility for damage to Products after they have been accepted by Buyer or its agents.

F. Every effort will be made to assess requests to return goods in a just and equitable manner.

G. No returns will be accepted without a Returned Goods Authorization ("RGA"). Product returned without an RGA will be returned at the customer's expense.

## 17. Disclaimer:

The Products sold by Seller hereunder, and the terms and conditions relating thereto (including, without limitation, any pricing, quantity, or shipment terms) may be changed or modified by Seller without advance notice to Buyer. The terms and conditions of all sales shall be governed by the relevant General Terms & Conditions of Sale in effect as of the date on which such Products are shipped by Seller to Buyer.