



North American Terms & Conditions

The following HexArmor terms and conditions are considered in effect in the instance a Performance Fabrics Inc. (d.b.a. HexArmor®) approved buyer/customer places a purchase order with HexArmor®, unless a separate agreement has been mutually agreed upon and signed by HexArmor and the customer. The customer must be approved by HexArmor prior to acceptance of purchase agreements. No terms or conditions submitted by the customer apply unless accepted in writing by HexArmor.

1. **Order Policy.** All purchase orders should be sent to orders@hexarmor.com or via fax at 616-459-2242 or via pre-agreed on-line portals or EDI. Orders will be accepted at the discretion of HexArmor. Notification will be provided regarding backordered items. Cancellations are allowed prior to shipment. All orders are subject to applicable handling and delivery costs.
 - a. Distributors are required to order in bundle quantities, which are itemized by product on the price list. Items ordered outside bundle quantities will receive a broken case fee of \$2.95 per line item.
 - b. Orders with a total value less than \$1000 may be subject to a handling fee of \$9.95, based on annual purchase level. Distributors with annual net sales less returns of \$50,000 or above are not subject to handling fees. Net sales determined based on prior calendar year's sales.
2. **Freight Policy.** Shipping terms will be EXW (Ex Works), Incoterms 2010, unless otherwise agreed.
 - a. **Prepaid Freight.** Freight will be prepaid on all orders of \$4,000 or more and shipped within North America to one destination, via carrier of HexArmor's choice.
 - b. **Expedited Shipments.** All shipments requested for expedited delivery or services will be at the customer's expense.
3. **Payment terms. Distributors must be approved by HexArmor for terms.** Terms are net 30 days. Prepayment is required for customers not approved for terms. All fees incurred when paying via wire transfer are the customer's responsibility.
 - a. **Past due accounts.** Unpaid invoices, 45 days beyond the invoiced date:
 - i. Are subject to a monthly interest rate of 1.5% on the open account.
 - ii. HexArmor will provide notification prior to applying incurred interest to the account.
 - iii. HexArmor reserves the right to refuse sales or service on past due accounts.
4. **Returns.** Product return requests may be submitted for unused product, still in its original packaging, unworn, and unused, within 1 year (12 months) of the original invoice date. At any time, HexArmor reserves the right to reject any return requests received.
 - a. **Return Materials Authorization (RMA).** Customers must contact returns@hexarmor.com for an RMA number prior to returning any product. No return will be accepted without a valid RMA number on the return package/packing slip. RMA's are valid for 90 days. HexArmor will not authorize returns or give credits for discontinued items or special production / made to order items.
 - b. **Restocking Fees.** HexArmor will charge a 15% restocking fee on returned products. For items that were initially shipped using HexArmor freight accounts, HexArmor will deduct from any credit issued for returns, the costs associated with shipping the original shipment.
 - c. **Exchanges and Replacement Orders.** Requests for exchanges and replacement orders can be approved via the RMA process. Replacement orders must be equal to or more than the returned order.
 - d. **Freight Costs.** All freight costs related to returns and exchanges or replacement orders are the customer's responsibility.
 - e. **Repayment.** HexArmor will provide credit for all returned product. Credits are valid for 12 months from issue date and are valid solely for credit against future purchases.
5. **Limited Warranty.** HEXARMOR WARRANTS THAT ITS PRODUCTS WILL BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS. THIS LIMITED WARRANTY EXPIRES ONE YEAR FROM ORIGINAL INVOICE DATE AND DOES NOT INCLUDE DETERIORATION FROM WEAR, ABUSE, ACCIDENT OR CHEMICAL EXPOSURE. NO STATEMENT MADE BY OR ON BEHALF OF HEXARMOR IN THE PRICE LIST OR COLLATERAL LITERATURE IS A WARRANTY THAT ANY HEXARMOR PRODUCT IS FIT FOR A PARTICULAR PURPOSE.

6. **Liability.** HexArmor hand, arm, and body products that are labeled as cut and/or puncture resistant, are NOT cut and/or puncture PROOF. Products are designed for specific applications and are marketed towards these applications. Customers should take extra care in choosing products and applicable applications before use. Protective devices do not provide unlimited protection. Some operations may require machine guards, face shields, special filter lenses, or other safety equipment. Safety eyewear does not provide complete protection against hazards, and should only be used in conjunction with the prescribed safety equipment for the application as well as defined safety practices. Contact HexArmor to help determine proper use of products. ALWAYS CONDUCT A SAFE TEST PRIOR TO USING PRODUCTS IN AN APPLICATION.

7. **California Prop 65 Compliance.**

At HexArmor, your safety is our number one concern, which is why keeping you up-to-date on all safety standard changes and laws having to do with HexArmor products is important to us.

As you may know, California's "Proposition 65" law requires companies conducting business in the state of California to provide a "clear and reasonable" warning before knowingly and intentionally exposing anyone to one of more than 900 chemicals listed under the law.

As of August 2018, Proposition 65 now requires any seller (ie: HexArmor or their authorized distributors) of consumer products with these chemicals over the established safe harbor levels to provide the warning on their website and catalogs.

HexArmor makes it a priority to stay in compliance with all Prop 65 requirements and to label all products affected by it accordingly. When our PPE products are used as intended, we have no reason to believe they cause harm.

Under California Proposition 65 and as a partner of HexArmor, it is your responsibility to make sure that any required warnings are provided on your retail website or in your catalog if you are displaying these products. If you further distribute our products to retailers, it is your responsibility to forward this information to them.

If you would like more information about this change:

- Contact: info@hexarmor.com with subject line "Prop 65"

Or visit: <https://oehha.ca.gov/proposition-65/cnr/notice-adoption-article-6-clear-and-reasonable-warnings>

8. **Geographic Territory.** HexArmor authorizes U.S. based customers to sell/distribute HexArmor product in the **United States only**. U.S. based customers agree not to export product outside the U.S. without prior written authorization from HexArmor. HexArmor authorizes Canadian based customers to sell/distribute HexArmor product in **Canada only**. Canada based customers agree not to export product outside of Canada without prior written authorization from HexArmor. HexArmor authorizes Mexico based customers to sell/distribute HexArmor product in **Mexico only**. Mexico based customers agree not to export product outside of Mexico without prior written authorization from HexArmor.
9. **Product Restrictions.** HexArmor product, the Helix® 1092 with Safe Finger Release Technology is available to sell to all industries except for automotive manufacturers, such as, but not limited to Ford, General Motors, Chrysler, Daimler, BMW, Honda, Toyota, etc. Prior agreements prohibit sales to this customer segment. Distributor acknowledges it is bound by this restriction by signing this agreement.
10. **US Export Regulations.** Sales transactions governed by US Export Control Law which require authorization / licensing by the US Government are the sole responsibility of the customer. HexArmor is not the seller in such an arrangement, and while may be able to offer some guidance, is not responsible for compliance with US Export law on behalf of the

customer. The customer acknowledges, understands and agrees to be compliant with all applicable US export laws, in accordance with local government and United Nations laws governing sales transactions. All items are not to be sold or distributed contrary to these laws. The customer agrees that HexArmor products shall not be:

- a. Used without compliance with all U.S. nuclear regulatory requirements.
- b. Used for crime control and detection commodities and end-uses (as applicable to nations / entities governed by US Export Regulations).
- c. Exported / imported to destinations embargoed by the US government (unless exemptions under US law apply). See the US Department of Commerce website: www.bis.gov and the US Department of the Treasury website: www.treas.gov.
- d. Exported / imported to or for end-users listed on the "Entity List" at the www.bis.doc.gov website and US Department of the Treasury Specially Designated Nations List.
- e. Used, resold, delivered, or retransferred, directly or indirectly, contrary to US Export Control Regulations governing US Embargoed nations (Cuba, Iran, North Korea, etc.).
- f. Re-exported to or for use by persons who commit, threaten to commit, or support terrorism.

11. **Marketing and Branding.**

Brand compliance

- Acknowledgment of brand guidelines - The customer has received a copy of the HexArmor® brand standard and understands its contents and guidelines.
- Creation of co-branded documents - Any creation of collateral that contains the HexArmor® brand name, products, or company reference is subject to the review and approval of the HexArmor® marketing department. HexArmor® marketing reserves the right to cull any collateral that does not comply with HexArmor® brand guidelines.

Web presence

- Customer sites - The overall brand scheme for customer sites should not utilize HexArmor® logo or brand name in a way that causes brand confusion to visitors. The HexArmor® logo or brand name must be a secondary portion of the overall brand scheme of the Web site.
- Ecommerce - Customers are authorized to sell HexArmor products on their own site, but the prices, must at a minimum, be set at the current/active HexArmor online price list.
- Acknowledgment and Signing of Authorized Marketplace Reseller Agreement – To sell on third-party sites, customer must have received and signed a copy of the HexArmor® Authorized Marketplace Reseller Agreement and shall adhere to the policy at all times. Agreement can be found at <https://www.hexarmor.com/marketplace-reseller-agreement>
- Marketplace/3rd Party Ecommerce - Customers are only authorized to sell HexArmor products on any marketplace according to terms and conditions of the Authorized Marketplace Reseller Agreement between HexArmor and Customer following approval from HexArmor.
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12. **Reporting** – HexArmor requires distributors to provide quarterly Point of Sale (POS) reports. Each report must include at least the following information:

1. End user ship to city, state and zip code (end user name is not required)
2. HexArmor part number
3. Quantity shipped
4. Date shipped

Reports are due to DistributorReporting@hexarmor.com on the 10th day of the month following each quarter.

By signing and dating below, the customer understands and agrees to the Terms and Conditions set forth above.

Company Name: _____

Authorized customer signature: _____

Authorized customer printed name: _____

Title: _____

Date: _____