



Polar Fox Technologies LLC

**1120 High Ave SW
Canton, Ohio 44707**

GENERAL TERMS AND CONDITIONS OF SALES

1. GENERAL TERMS AND CONDITIONS OF SALES

- a. All sales of products by Polar Fox Technologies LLC (in the following "Polar Fox Technologies") are done according to the provisions in this document, unless otherwise explicitly agreed upon in writing by an authorized Polar Fox Technologies representative. CONSEQUENTLY, POLAR FOX TECHNOLOGIES DOES NOT ACCEPT TO BE BOUND BY A CUSTOMER'S TERMS AND CONDITIONS.
- b. The General Terms and Conditions of Sales shall have precedence to any contradictory agreement between Polar Fox Technologies and the customer, unless explicitly agreed upon in writing.
- c. A contract for the sale is created when a customer's order is confirmed by Polar Fox Technologies, or the date an order is released by Polar Fox Technologies for shipment, whichever occurs first.

2. CONFIRMATION OF ORDER

- a. A quotation by Polar Fox Technologies, or possession by a third party of Polar Fox Technologies pricing, does not constitute an offer for sale and Polar Fox Technologies reserves the exclusive right to accept an order. Written order confirmation from Polar Fox Technologies for all orders received by fax or e-mail may be sent to the customer.
- b. Polar Fox Technologies does not accept any cancellation of orders beyond the time of packing the order for shipping, unless provided for in 3.4. Products produced to customer's specific requirement cannot be cancelled after Polar Fox Technologies has confirmed an order.

3. PRICES AND TERMS OF PAYMENT

- a. Prices indicated in offers, order confirmations, catalogs and current price lists are current prices FOB Canton Ohio, exclusive all applicable taxes, and special accommodation and freight, which will be invoiced separately.
- b. Polar Fox Technologies is not liable for any misprints or errors in the pricelist, invoice, or any published documents. Polar Fox Technologies reserves the right to change the prices without prior notice.
- c. In the event of price increases between the time of receiving the order confirmation and the time of delivery, the customer is - unless the products are produced to customer's specific requirement - entitled to cancel the order, if the cancellation is made in writing immediately after the receipt of the information of a price increase.
- d. The payment terms are 30 Days Net, with approved credit, except the first dealer buy-in order, which must be paid in full.



- e. In the event of a breach of credit terms Polar Fox Technologies reserves the right to:
 - i. charge an interest up to the maximum allowable by law in the relevant jurisdiction. Basis of the calculation is the invoice amount added any accumulated interest and calculated from the date of invoice, and/or
 - ii. pursue debt collection actions including litigation and the prevailing party shall be entitled to recover from the non-prevailing party all court costs and attorney's fees and/or related costs arising from the litigation or collection action, and/or
 - iii. withhold all other deliveries and/or part deliveries ordered but not effected at the time in question until the customer has paid all outstanding amounts including interest and costs, and/or
 - iv. cancel any orders not affected, but still outstanding.
- f. THE CUSTOMER SHALL NOT BE ENTITLED TO SET OFF AGAINST ANY INVOICES ANY CLAIMS, WHICH THE CUSTOMER MAY HAVE AGAINST POLAR FOX TECHNOLOGIES.

4. DESIGN, CHANGES, PARTNUMBERS AND CATALOG

- a. Polar Fox Technologies reserves the right to make changes in designs and part numbers without prior notice.
- b. The customer is not allowed to reproduce, neither electronically or on paper, the catalog illustrations or Polar Fox Technologies' part numbers.
- c. Manufacturers' part numbers are used for reference only and the customer shall not use, quote or refer to such part numbers in any correspondence with the end user.
- d. Catalog details, booklets, illustrations, price lists etc. regarding the products and their technical descriptions are made as accurately as possible. Polar Fox Technologies is not liable for their full accuracy or misprints.

5. DELIVERY

- a. Products are delivered FOB, Canton, Ohio. All shipping costs are the responsibility of the customer unless otherwise agreed to in writing by Polar Fox Technologies. Transport insurance shall only be taken out at the customer's written request and at the customer's expense.
- b. The time of delivery is separately agreed upon for each individual order and shall be stated by Polar Fox Technologies on the order confirmation.
- c. Polar Fox Technologies reserves the right to alter the delivery dates, where such alteration is based on circumstances which Polar Fox Technologies could not reasonably have foreseen at the time of issuing the order confirmation. In such case Polar Fox Technologies is obliged to inform the customer, without any reasonable delay, of the reason for the alteration and of the new estimated date of delivery. Partial shipments may be affected. In any case the delivery date stated in the offer or in the order confirmation shall be approximate.

6. RETENTION OF TITLE

- a. To the extent title of retention is valid under the applicable law, Polar Fox Technologies retains title and full property to the products until payment of the purchase price including interest, if payable, has been made in full. The customer shall, at the request



of Polar Fox Technologies, assist Polar Fox Technologies in taking any measures necessary to protect Polar Fox Technologies' title to the products in the country concerned. The retention of title shall not affect the passing of risk under clause 5.1.

7. CLAIMS AND LIMITATION OF LIABILITY

- a. The customer is obliged to examine and sign for the products upon receipt. Transportation damages must be noted on the transportation papers. Claims for non-delivery or shortages or transportation damages must be made immediately to Polar Fox Technologies on receipt of products.
- b. Polar Fox Technologies warrants the products to be free of manufacturing defect for 12 months from date of shipment.
- c. In case of lack of conformity of the products the customer must give notice to Polar Fox Technologies immediately after the defect has been discovered, but no longer than twelve months after delivery.
- d. The customer is not entitled to return products without prior written approval of Polar Fox Technologies, and return shipment must take place "freight prepaid". Approval may be in the form of an RMA number issued by Polar Fox Technologies quality personnel. The standard return policy is referenced below in e.
- e. Polar Fox Technologies standard return policy:
 - i. Customer has 15 days from the date of the delivery to request a return.
 - ii. 15% restocking fee
 - iii. A list of items for return must be faxed or e-mailed over.
 - iv. All items must be in a re-saleable condition without any tape, labels or other markings on them. Any items received in poor or non-re-saleable condition will be scrapped or returned at the customer's expense.
 - v. It is the customer's responsibility to return the stock cleanse.
 - vi. A covering order for twice the value of the stock cleanse will be required.
 - vii. No re-stocking fee for returning stock cleanse.
 - viii. Credit for the stock cleanse and despatch of the covering order must be completed in the same month.
 - ix. Credit of returned product is equal to the product price at the time of return.
 - x. Once the stock cleanse has been approved and the covering order received an authorization form for the return will be faxed or e- mailed over. This form MUST accompany the returned goods.
 - xi. Any items received without authorization will not be credited.
- f. Where products are returned and on inspection are found not to be defective, Polar Fox Technologies may charge for conducted inspection and handling.
- g. If Polar Fox Technologies has been duly informed and it has been proven that the products were defective at delivery and that Polar Fox Technologies is therefore liable, Polar Fox Technologies shall in its own discretion have the right to elect - without any further liability, including but not limited to payment of damages or reduction of purchase price - to repair or renew defective parts or to replace the delivered products with a new delivery. Polar Fox Technologies does not cover the costs, if the customer purchases a replacement item from an alternative source.
- h. POLAR FOX TECHNOLOGIES IS NOT LIABLE FOR ANY DEFECT DUE TO MISUSE, ALTERATION OR MODIFICATION, MISFITTING, OR ANY DEFECT OCCURRED AFTER DELIVERY.



- i. If repair or replacement, cf. g. above, implies that the product will have to be dismantled, the customer shall perform the dismantling and the mounting of the repaired or replaced product at its own cost.
- j. POLAR FOX TECHNOLOGIES SHALL NOT BE LIABLE FOR, AND THEREFORE EXPRESSLY DISCLAIMS, ANY REMEDY, DAMAGES OR COMPENSATION FOR TRADING LOSS, OPERATING LOSS, LOSS OF PROFITS AND SIMILAR FINANCIAL CONSEQUENTIAL LOSSES OR INDIRECT LOSSES.
- k. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CUSTOMER AGREES TO LIMIT POLAR FOX TECHNOLOGIES' LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, COSTS AND DAMAGES OF ANY NATURE WHATSOEVER, SO THAT THE TOTAL AGGREGATE LIABILITY OF POLAR FOX TECHNOLOGIES SHALL NOT EXCEED THE TOTAL PURCHASE SUM PAID BY THE CUSTOMER FOR THE RELEVANT PRODUCTS.
- l. Any claim must be put forward to Polar Fox Technologies on the official Polar Fox Technologies forms hereto.

8. PRODUCT REQUIREMENTS, INTERNATIONAL MARKETING AND SYMBOLS

- a. Where any public authority imposes requirements on the product, the customer shall immediately inform Polar Fox Technologies of these requirements. APPLICATION FOR ANY AUTHORITIES FOR APPROVAL OF PRODUCTION PERMITS, REGISTRATION NUMBERS FOR THE PRODUCT AND ANY OTHER MATTERS SHALL BE THE CUSTOMER'S SOLE RESPONSIBILITY AND LIABILITY. Any additional costs in connection with the production and delivery of the products as well as any other matters concerning the fulfillment of public requirements and provisions shall be payable by the customer.
- b. IT IS THE SOLE RESPONSIBILITY AND LIABILITY OF THE CUSTOMER TO ENSURE THAT ALL MARKINGS AND SYMBOLS ON THE PRODUCT COMPLY WITH ANY LAWS AND REGULATIONS IN THE CUSTOMER'S JURISDICTION.

9. PRODUCT LIABILITY

- a. POLAR FOX TECHNOLOGIES SHALL NOT BE LIABLE FOR ANY DAMAGE TO PROPERTY CAUSED BY THE PRODUCT; NOR SHALL POLAR FOX TECHNOLOGIES BE LIABLE FOR ANY DAMAGE TO PRODUCTS MANUFACTURED BY THE CUSTOMER, OR TO PRODUCTS OF WHICH THE CUSTOMER'S PRODUCTS FORM PART.
- b. IF POLAR FOX TECHNOLOGIES INCURS LIABILITY TOWARDS ANY THIRD PARTY FOR SUCH DAMAGE TO PROPERTY AS DESCRIBED, THE CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD POLAR FOX TECHNOLOGIES HARMLESS.
- c. POLAR FOX TECHNOLOGIES SHALL NOT BE LIABLE FOR, AND THEREFORE EXPRESSLY DISCLAIMS, ANY REMEDY, DAMAGES OR COMPENSATION FOR TRADING LOSS, OPERATING LOSS, LOSS OF PROFITS AND SIMILAR FINANCIAL CONSEQUENTIAL LOSSES OR INDIRECT LOSSES, INCLUDING CLAIMS FROM THIRD PARTIES.
- d. The limitations in a. shall not apply where Polar Fox Technologies has been guilty of gross negligence.

10. FORCE MAJEURE

- a. Polar Fox Technologies cannot be held liable for shortages, lack or delays in delivery



caused by war, riots, civil unrest, governmental intervention or intervention by another public authority, fire, machine damage, strike, lockout, export and/or import restrictions, shortage of labor, fuel or any other reason out of the control of Polar Fox Technologies and which causes delay or prevents production or delivery of the products ordered.

11. APPLICABLE LAW AND VENUE

- a. Any and all disputes relating to or arising in connection with these General Terms and Conditions for Sales shall be resolved in accordance with laws of the State of Ohio, USA. The parties consent to the exclusive jurisdiction and venue in the State of Ohio, USA, unless Polar Fox Technologies should wish to bring the case before another competent court of law.
- b. The invalidity or unenforceability of any provisions of these General Terms and Conditions for Sales shall not affect the validity or enforceability of any other provision of this document, which shall remain in full force and effect.

With our signature, we hereby accept the above General Terms and Conditions of Sales.

Place:

Date:

Customer:

Signature:
