PI TAPE®

EST. 1944

Domestic Distributor Application

Company name: American Producers Supply Co. Inc.

Name: Zach Maciag

Email: Zacham@americanproducers.com

Accounts Payable email for invoicing: Melissa Thieman (melissat@americanproducers.com)

Phone number: (740)373-5050

Fax number: (740)373-7096

Billing address: PO Box 1050. Marietta, OH 45750

Website Address: www.americanproducers.com

What type of products do you distribute? Hand Tools, Power Tools, Safety Equipment, Fasteners, Abrasives, Tape & Adhesives, Janitorial

PI TAPE® is a registered trademark of Pi Tape Texas LLC and should not be used as a generic word nor should it be pluralized. The most popular usage is: PI TAPE® precision measuring products.
The ® symbol needs to be shown with the name PI TAPE a minimum of one time of each piece of product literature you create.

Resale Certificate must be submitted with application.

I have read and agree to all Terms and Conditions of Sale available at https://www.pitape.com/terms.htm

Buyer signature: Dominique B Schulte Date: 3/26/19

Buyer printed name: Dominique B Schulte Title: Purchasing

Pi Tape Texas, LLC
10235 Robinson Drive, Tyler, TX 75703
Phone (903)266.9204 Fax (903)939.0909
www.pitape.com

Terms and Conditions of Sale

1. General. These Terms and Conditions ("Terms and Conditions") are part of and incorporated into each and every transaction in which Pi Tape Texas, LLC. a Texas limited liability company ("Seller") sells or otherwise provides products and/or services (the "Products") pursuant to any agreement, whether structured or titled to be an offer to sell, purchase order, offer, quotation, quote, inquiry, acceptance, acknowledgement, sales order, proforma invoice, international order confirmation, re-cert proforma invoice, order confirmation, invoice, or otherwise (together the "Invoice") to the buyer identified in such Invoice ("Buyer"). Seller agrees to provide the Products to Buyer only on these Terms and Conditions, notwithstanding any language in any document provided by Buyer or other writing or oral representation previously, simultaneously or hereafter received by Seller which purports to amend, add to, modify or replace these terms, covenants and conditions with any different or additional terms, covenants or conditions, each and all of such additional or different terms, covenants, and conditions are hereby objected to and rejected. SELLER'S AGREEMENT TO PROVIDE THE PRODUCTS IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

2. Buyer's Acceptance. Buyer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become the agreement between the parties on the earliest of the following to occur: (i) Seller's receipt of Buyer's purchase order number or Buyer's signing or acknowledgment of Seller's Invoice or these Terms and Conditions; (ii) Buyer's payment of any amounts due to Seller; (iii) Buyer's delivery to Seller of any material to be furnished by Buyer; (iv) Buyer's receipt of the Products; or (v) any other event constituting acceptance under applicable law.

3. Quotations and Orders. Written quotations are void unless accepted by Buyer within the earlier of the period stated in the quotation or 30 days from date of issue. No agreement or obligations shall be deemed to arise unless and until Buyer's acceptance of any offer to sell, quotation or Invoice is acknowledged by Seller in the State of Texas. Seller reserves the right to acknowledge or reject Buyer's acceptance or purchase orders in its sole discretion.

4. Cancellation or Modification. Buyer may not cancel or modify its order except upon terms accepted in writing by Seller. In the event of such cancellation or modification, Buyer shall compensate Seller for any and all resultant costs and damages. All orders for undelivered Products may be cancelled by Seller, without incurring any liability to Buyer, if production becomes impracticable.

5. Delivery. Buyer may select the mode of transportation, routing and carrier for delivered orders. If Buyer does not provide Seller with shipping instructions, shipping will be United Parcel Service, Federal Express, or similar service. If Buyer selects to use a specific carrier or Buyer's own shipping account, Buyer shall be solely responsible for such shipment, including all costs, losses, obtaining adequate insurance, and pursuing claims of loss. Buyer shall be responsible for any abandoned shipment. Buyer shall provide Seller with a minimum lead time of 10 days to make shipping arrangements. Seller will use its reasonable business efforts to meet the scheduled dates, but does not guarantee to meet such dates. Time for delivery shall not be of the essence. Failure by Seller to make any shipments by scheduled dates does not constitute a cause for cancellation and/or for damages of any character.

6. Risk of Loss; Title; Inspection. Seller shall deliver the Products to the Delivery Point. Unless otherwise stated in Seller's Invoice, the "Delivery Point" shall be F.O.B. Seller's manufacturing facility. Regardless of any freight payment by Seller on Buyer's behalf (for which Buyer agrees to reimburse Seller), all risk of loss or damage in transit shall pass to Buyer upon delivery to the Delivery Point. Seller is not responsible for any loss, damage, or delay which may occur after Seller delivers the Products to the Delivery Point. Any claims for damage in transit shall be filed by Buyer directly with the carrier. Buyer shall inspect the Products upon receipt and any claims for shortages or other errors must be noted at the time of delivery on all carrier documents and supported by signed documentation. Claims for shortages or other errors must be made in writing to Seller within 10 business days after Seller's delivery of the Products to the Delivery Point. Failure to timely give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. No Products may be returned to Seller for any reason without Seller's prior written authorization.

7. Insurance. Buyer shall obtain and maintain adequate insurance for Products, covering them from the Delivery Point until Seller has received payment in full for all Products naming Seller as an additional insured, and shall annually provide to Seller a certificate of insurance evidencing compliance with this requirement. Such insurance shall be reasonably satisfactory to Seller and shall provide that it may not be cancelled or modified without prior written notice to Seller.

8. Prices. All prices, discounts and transportation charges are in U.S. Dollars and are subject to change without notice. If no price is stated on Seller's Invoice, prices shall be Seller's current prices in effect on the date of acknowledgement of accepted offers to sell by Seller (or, in Seller's sole discretion, on the date of shipment) as set forth on price lists issued or modified by Seller from time to time. All general or special taxes, duties, fees, freight and insurance costs and any other charges of any nature whatsoever, imposed on, in connection with or measured by any transaction between Seller and the Buyer shall be paid by the Buyer in addition to the prices quoted or invoiced.

9. Payment. Buyer agrees to accept paperless invoicing and to provide a valid email address for such purposes. Payment shall be in U.S. Dollars. Payment shall be in advance for international and domestic Buyers unless a domestic Buyer has an established account with Seller in which case payment shall be Net 30 days. Buyer is responsible for all wire transfer fees, including incoming and outgoing wire transfer fees. Product values, taxes, fees and other amounts will not be adjusted or removed from invoices unless permitted by applicable law. Where payment is required in advance, Products will not be shipped until full payment is received, including payment of all wire transfer and other fees. Terms of payment on all orders are subject to the written approval of Seller's credit department. If Buyer does not pay Seller any amount when such amount is due, or if Buyer defaults in the performance of these Terms and Conditions or any Invoice issued from Seller to Buyer, Seller may, without incurring liability and without prejudice to Seller's other lawful remedies and at Seller's sole option: (i) terminate Seller's obligations under these Terms and Conditions and any Invoice issued from Seller to Buyer; (ii) declare immediately due and payable all of Buyer's obligations to Seller; (iii) change credit terms with respect to any further work; (iv) suspend or discontinue any further work until Buyer pays all overdue amounts; and/or (v) repossess the Products. Buyer agrees to reimburse Seller for all costs incurred by Seller in collecting any sums owed by Buyer to Seller, including without limitation, attorneys' fees and costs of proceedings. Buyer agrees to pay a late payment fee equal to the lesser of 1.5% per month (18% per annum) or the maximum amount allowed by applicable law, on all amounts not paid in full when due. Seller reserves the right to require payment in advance or other secured form of payment from time to time. Seller requires payment of U.S. Funds

10. **Return Policy.** (a) Standard tapes: (i) Standard tapes that have not been used and are returned in resalable condition with original packaging and original calibration report may be returned within thirty (30) days from the date of shipment. If the returned item is exchanged for an item of equal or greater value, full credit of the purchase price of the return item is given against the price of the replacement item. Items returned for a refund are subject to a fifteen percent (15%) restocking fee at our absolute and sole discretion. (ii) Standard tapes may not be returned after thirty (30) days from the date of shipment. Products purchased from a distributor of Seller must be returned to such distributor and may not be returned directly to Seller. (b) Special order tapes are nonreturnable (except as otherwise covered by the warranty against manufacturing

defects). Before returning any item, including those made under warranty, Buyer must contact Seller at (903)266-9204 or quotes@pitape.com for a Return Merchandise Authorization and shipping information/instructions. Returned items will not be accepted if they are clearly misused, abused, or altered in any way and must include original packaging and original calibration report.

11. Security Interest. As partial consideration for Seller's sale of the Products to Buyer, Buyer hereby grants to Seller and Seller hereby retains a security interest in all Products sold to Buyer now or hereafter in the possession of or under the control of Buyer, title to which might at any time be determined to have passed to Buyer, including, without limitation, all Products and materials thereof, returns or repossessions and the proceeds of all of the foregoing, to secure all of Buyer's obligations to Seller under these Terms and Conditions and any Invoice issued from Seller to Buyer and all other obligations of Buyer to Seller. Buyer agrees to execute such financing statements, continuation statements and other documents and to take such actions as may be required by Seller to evidence or perfect the security interest granted herein and the interest of Seller as the owner of the Products. If Buyer fails to perform any of its duties set forth in these Terms and Conditions or any Invoice issued from Seller to Buyer, Seller is authorized in Buyer's name or otherwise to take such actions including, without limitation, signing Buyer's name, and Buyer hereby appoints Seller as its attorney-in-fact for such purpose.

12. Limited Warranty. Seller warrants to Buyer that its Products will be free from material defects in workmanship and materials under normal use and service, for thirty (30) days after delivery (the "Warranty Period"). There is **NO WARRANTY** in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, altered Products, failure to follow Seller's instructions, or improper handling, maintenance, care or storage. **SELLER'S SOLE AND EXCLUSIVE OBLIGATION (AND BUYER'S SOLE AND EXCLUSIVE REMEDY) UNDER THIS WARRANTY SHALL BE, UPON PROMPT WRITTEN NOTICE RECEIVED BY SELLER DURING THE WARRANTY PERIOD OF ANY BREACH, TO EITHER, AT SELLER'S OPTION, REPAIR, CORRECT OR REPLACE WITHOUT CHARGE, F.O.B. SELLER'S FACILITY, ANY DEFECTIVE PRODUCT EXPRESSLY WARRANTED HEREIN BY SELLER AGAINST DEFECTS AND FOUND BY SELLER IN ITS SOLE DISCRETION TO BE DEFECTIVE AND COVERED BY THIS WARRANTY, OR CREDIT BUYER FOR THE PURCHASE PRICE PAID FOR SUCH PRODUCT. SELLER SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SELLER'S ACTS OR OMISSIONS OR OTHERWISE. This warranty covers only replacement, correction or repair of defective Products at Seller's main facility and does not include the cost of inspection, removal, delivery or field service travel and living. The remedy described in this Section is Buyer's exclusive remedy and is in lieu of any other remedy otherwise available at law or in equity.**

13. Limited Liability. Prior to using Products, Buyer or user shall determine the suitability of the Product for the intended use and Buyer shall assume all risk and liability whatsoever in connection therewith. To the maximum extent permitted by law, IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, INDIRECT, COMPENSATORY, PUNITIVE, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT AND THESE TERMS AND CONDITIONS AND ANY INVOICE ISSUED FROM SELLER TO BUYER SHALL BE LIMITED TO THE MONIES PAID BY BUYER TO SELLER FOR THE DEFECTIVE PRODUCT.

14. Disclaimer of Warranties. SELLER AND BUYER AGREE THAT THE WARRANTY HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS FURNISHED BY SELLER HEREUNDER. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND ALL WARRANTIES WITH RESPECT TO THE PRINTING OR REPRODUCTION OF UNIVERSAL PRODUCT CODE INFORMATION. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as a warranty. **PRODUCTS ARE CALIBRATED IN OUR FACILITY UNDER OPTIMAL ENVIRONMENTAL CONDITIONS. THE ACCURACY AND OTHER SPECIFICATIONS IN OUR DATA SHEETS, PRICE SHEETS, FLYERS, CALIBRATION REPORTS, CATALOG, WEBSITE AND QUOTATIONS ARE PROVIDED AS CALIBRATED IN OUR FACILITY AND PRODUCT PERFORMANCE MAY CHANGE FROM SPECIFIED ACCURACY VALUES DEPENDING ON THE PARTICULAR METHOD OF USE AND THE ENVIRONMENTAL CONDITIONS UNDER WHICH THE PRODUCT IS USED. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR ACTUAL PERFORMANCE DURING USE AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY, RELATING TO ACCURACY AND/OR USE OF PRODUCTS IN BUYER'S APPLICATION.**

15. Other Manufacturers' Warranties. For Products furnished by Seller, but produced or manufactured by others, the written warranty of the manufacturer, if any, will be assigned to Buyer if assignment is permitted and reasonably practicable. However, Seller does not adopt or guarantee or represent that the manufacturer will comply with any of the terms of the warranty of the manufacturer whether or not assigned.

16. Testing Data and Design Information. Except for data, information and drawings provided by Buyer to Seller, all engineering data, testing data, dimensional drawing, design information, and plans used or created in connection with Buyer's order are and shall remain Seller's property. Except for data, information and drawings provided by Buyer to seller, all of Seller's trademarks, patents, test results and other intellectual property used, incorporated into, or created in connection with Buyer's order are and at all times shall remain Seller's exclusive property and Buyer shall not use, copy, reproduce, distribute, publish or communicate to any third party such intellectual property without Seller's prior written consent.

17. Buyer's Drawings, Designs or Descriptions. Orders manufactured to drawings, designs or specifications provided by or on behalf of Buyer are executed only with the understanding that Buyer releases and agrees to indemnify, defend and hold harmless Seller and each of Seller's Indemnified Parties (as defined below) from and against any and all Damages (as defined below) sustained by or against any of them, resulting from, in connection with or relating to any action or threatened action concerning: (i) infringement of the patents, trademarks, copyrights or other intellectual property or proprietary rights of any other person or entity; or (ii) injury to person or property, including death, relating to the drawings, designs or specifications provided by or on behalf of Buyer.

18. Indemnification. Buyer hereby releases and agrees to indemnify, defend and hold harmless Seller, its shareholders, directors, officers, partners, members, contractors, employees, affiliates, agents, successors and assigns (collectively, "Seller's Indemnified Parties") from and against any and all direct and indirect claims, demands, actions, liabilities, judgments, damages, losses, fines, penalties, forfeitures, costs and expenses, including, without limitation, reasonable attorneys' fees and costs of proceedings (collectively, "Damages"), arising out of, in connection with, resulting from or relating to: (i) breach of these Terms and Conditions, any Invoice issued from Seller to Buyer, or any law by Buyer or any of Buyer's shareholders, directors, officers, partners, members, contractors, employees, representatives, agents, successors or assigns ("Buyer's Parties"); (ii) any damage to or destruction of property,

or injury to or death of persons caused, or alleged to have been caused, in whole or in part, by any intentional, reckless, negligent or other act (or failure to act) of Buyer or any of Buyer's Parties; (iii) losses, damages or injuries caused by, arising out of or relating to the Products or the handling or use of the Products; and/or (iv) any infringements of any patent, trademark, copyright or other intellectual property rights of any other party by the Products either alone or in combination with other products. **ANY AND ALL OBLIGATIONS SELLER MAY HAVE, IF ANY, TO INDEMNIFY OR HOLD HARMLESS BUYER OR BUYER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES OR OTHER RELATED PARTIES, WHETHER ARISING HEREUNDER OR OTHERWISE OR ARISING IN LAW OR EQUITY, SHALL BE SUBJECT TO SELLER'S LIMITATION OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS. ANY AND ALL OBLIGATIONS SELLER MAY HAVE, IF ANY, TO DEFEND, BUYER OR BUYER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES OR OTHER RELATED PARTIES, WHETHER ARISING HEREUNDER OR OTHERWISE OR IN LAW OR EQUITY, SHALL BE ONLY AN OBLIGATION OF REIMBURSEMENT FOR REASONABLE LEGAL FEES AND COSTS TO THE EXTENT SUCH FEES AND COSTS WERE INCURRED AS A DIRECT RESULT OF SELLER'S NEGLIGENT ACTIONS OR OMISSIONS OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY AN UNAPPEALABLE FINAL JUDGMENT BY A COURT OF LAW WITH JURISDICTION OVER SUCH MATTER AND, IN ALL CIRCUMSTANCES, SHALL BE SUBJECT TO AND LIMITED BY SELLER'S LIMITATION OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS.**

19. Force Majeure. Seller will endeavor to fill all accepted orders as soon as it is practical and consistent with production schedules. Seller shall not be responsible for delay in delivery or failure to fill orders or other default or damage where such has been caused by an act of God, war, major disaster, terrorism, insurrection, riot, flood, earthquake, fire, strike, lockout or other labor disturbance, delay by carriers, shortage of fuel, power, materials or supplies, operation of statutes, laws, rules or rulings of any court or government, demand for goods exceeding Seller's available supply, or any other cause beyond Seller's control affecting production or delivery. In the event of any delay in shipment or nonperformance caused by any of the foregoing, Seller may, at its option and without liability, cancel all or any portion of its obligations to Buyer and/or extend any date upon which performance is due.

20. Final Written Expression. These Terms and Conditions and any Invoice issued between Seller and Buyer (if any), constitute the final written expression of the terms between Seller and Buyer regarding the Products and, together, are a complete and exclusive statement of those terms. Any negotiations or understandings between Seller and Buyer, which are not contained in these Terms and Conditions or any Invoice issued from Seller to Buyer, shall have no force or effect. In the event of a conflict among the provisions of these Terms and Conditions any Invoice issued from Seller to Buyer, the order of priority shall be: (i) these Terms and Conditions; (ii) the quotation; (iii) the acknowledgment; (iv) the Invoice.

21. Governing Law. These Terms and Conditions and any Invoice issued between Seller and Buyer shall be governed and construed according to the internal laws of the State of Texas, including, without limitation, the Uniform Commercial Code as adopted in Texas, without regard to conflict of laws principles and shall be deemed for all purposes to have been fully offered, provided, negotiated, accepted, executed, delivered, incurred, and performed within the State of Texas. Any cause of action, claim, suit or demand by Buyer allegedly arising from or related to these Terms and Conditions, any Invoice issued between Seller and Buyer, or the relationship of the parties shall be brought exclusively in a court situated in the State of Texas, County of Smith. Both parties hereby irrevocably submit to the exclusive jurisdiction of said court and consent to venue therein. **ANY ACTION BROUGHT BY BUYER MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DELIVERY OF THE PRODUCTS NOTWITHSTANDING ANY STATUTORY PERIOD OF LIMITATION TO THE CONTRARY.**

22. Miscellaneous. The invalidity or unenforceability of any provision of these Terms and Conditions or any portion thereof or any Invoice issued from Seller to Buyer shall not affect the validity or enforceability of any other provision or portions thereof. Seller reserves the right to correct clerical or similar errors relating to price or any other term shown in these Terms and Conditions or any Invoice issued from Seller to Buyer. Failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of these Terms and Conditions or any Invoice issued from Seller to Buyer shall not be construed as a waiver or relinquishment of any right granted hereunder or of the future performance of such term, covenant or condition. Seller reserves the right to amend these Terms and Conditions from time to time. Seller's sales representatives are without authority to change, modify, or alter these Terms and Conditions. These Terms and Conditions shall survive the termination or cancelation of any Invoice issued from Seller to Buyer.

23. Benefit; No Assignment by Buyer. These Terms and Conditions and any Invoice issued from Seller to Buyer are binding upon and inure to the benefit of Buyer and Seller and their respective successors and assigns. Notwithstanding the foregoing, Buyer may not assign these Terms and Conditions or any Invoice issued from Seller to Buyer, or any part thereof, without Seller's prior written consent. Any such attempted assignment is null and void unless with Seller's prior written consent.

24. Alternative Dispute Resolution. It is the policy of Seller to attempt to settle all disputes through alternative dispute resolution techniques and to use litigation only as a last resort to settle any dispute, except in the case of collection of past-due accounts or when other circumstances dictate that litigation is advisable. Buyer agrees to make a good faith attempt to settle any disputes arising out of the purchase of the Products by Buyer through the use of alternative dispute resolution before instituting any litigation against Seller.