

TERMS AND CONDITIONS OF SALE

THE SALE OF ALL PRODUCTS AND SERVICES REFERENCED HEREIN (THE "PRODUCTS") BY BEDFORD TECHNOLOGY LLC AND ITS DIVISIONS AND SUBSIDIARIES ("BEDFORD TECHNOLOGY") ARE GOVERNED BY AND SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN (THE "AGREEMENT"), REGARDLESS OF ANY OTHER ADDITIONAL TERMS OR CONDITIONS THAT MAY CONFLICT WITH OR CONTRADICT THIS AGREEMENT THAT MAY BE CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION, PRE-PRINTED TERMS AND CONDITIONS, OR ANY OTHER DOCUMENT OR COMMUNICATION SENT BY OR RECEIVED FROM CUSTOMER. CUSTOMER AGREES THAT BEDFORD TECHNOLOGY'S FAILURE TO OBJECT TO ANY SUCH CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SHALL NOT CHANGE OR ADD TO THE TERMS OF THIS AGREEMENT.

ORDERS

All Orders are subject Product availability. Bedford Technology reserves the right to allocate the sale of Products among its customers. Orders for special, custom, value-added and Products specifically identified by Bedford Technology, as non-standard are non-cancelable and non-returnable ("NCNR"). The Customer may not cancel or reschedule Orders for standard Products without Bedford Technology consent, which shall not be unreasonably withheld.

PRICES

Bedford Technology's quoted prices apply for one business day or as otherwise stated in its quote. All prices are quoted FOB manufacturer. Bedford Technology may raise prices if Bedford Technology's costs rise or other circumstances beyond Bedford Technology's reasonable control. Prices quoted are for Products & Services only and do not include taxes, impositions and any other charges, fees, shipping charges and duties imposed by any government authority. Customer is responsible for any additional fees and taxes. Bedford Technology requires filed documentation of exempt tax status if exempt status is claimed by customer.

TERMS OF PAYMENT

Upon approval of credit, payment of the total invoice amount, without offset or deduction, is due based on terms and conditions as stated on invoice. On any past due invoice, Bedford Technology, may charge interest from the payment due date to the date of payment (at 1 1/2 % per month), plus reasonable attorney fees and collection costs. Bedford Technology may change the terms of Customer's credit at any time. Bedford Technology may apply payments to any of Customer's accounts.

DELIVERY AND TITLE

Title and risk of loss passes to customer upon product being picked up from manufacturing location. Bedford Technology delivery dates are estimates only and Bedford Technology is not liable for delays in delivery. A delayed delivery of any part of an Order does not entitle Customer to cancel other deliveries.

ACCEPTANCE OF PRODUCTS AND PRODUCT RETURNS

Customer must notify Bedford Technology, in writing of any damage, shortage, or other discrepancy to Products within five business (5) days after delivery. After the fifth (5th) day, Customer is deemed to have accepted the Products and may not revoke acceptance. Customer cannot return Products without a return material authorization ("RMA") number. Returned Products must be in original manufacturer's shipping cartons or equivalent. Customer must return all Products, freight prepaid, as specified in the RMA and pays a 75% restocking fee on all manufactured product. Customer is liable for product damage during return transit. At Bedford Technology's discretion, Bedford Technology will return all Products not eligible for return to Customer freight collect, or hold Products for Customer's account at Customer's expense.

BEDFORD TECHNOLOGY LIMITED WARRANTY

THIS AGREEMENT, INCLUDING ALL QUOTATIONS, PURCHASE ORDERS AND ACKNOWLEDGMENTS, IS GOVERNED BY AND SUBJECT TO BEDFORD TECHNOLOGY'S LIMITED WARRANTY FOR THE PRODUCTS, WHICH ARE EXPRESSLY INCORPORATED BY REFERENCE. BEDFORD TECHNOLOGY'S LIMITED WARRANTY FOR EACH OF ITS PRODUCTS IS AVAILABLE ON THE BEDFORD TECHNOLOGY WEBSITE AT THE FOLLOWING URL ADDRESSES:

Bedford Technology SelectForce® Limited Warranty:

<https://plasticboards.com/wp-content/uploads/2017/02/selectforce-fiberforce-warranty.pdf>

Bedford Technology FiberForce® Limited Warranty:

<https://plasticboards.com/wp-content/uploads/2017/02/selectforce-fiberforce-warranty.pdf>

Bedford Technology BarForce® Limited Warranty:

<https://plasticboards.com/wp-content/uploads/2017/02/barforce-warranty.pdf>

Bedford Technology Seapile® & SeaTimber® Limited Warranty:

<https://plasticboards.com/wp-content/uploads/2017/02/selectforce-fiberforce-warranty.pdf>

Bedford Technology Foresite Design® Limited Warranty:

<https://plasticboards.com/wp-content/uploads/2017/02/selectforce-fiberforce-warranty.pdf>

HARD COPIES OF THE BEDFORD TECHNOLOGY LIMITED WARRANTY APPLICABLE TO THE PRODUCTS GOVERNED BY THIS AGREEMENT ARE ALSO AVAILABLE BY MAIL OR FACSIMILE UPON REQUEST.

