

SALES TERMS AND CONDITIONS

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS RELATING TO YOUR PURCHASE WITH SAFS, INCLUDING LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU.

These terms and conditions (these "Terms") apply to your purchase of products from SAFS, INC. (herein referred to as "SAFS"). By placing an order for such products, you agree to be bound by and accept these Terms. If you do not agree to these Terms, you should not obtain products from SAFS. These Terms are subject to change without notice at any time, in our sole discretion.

1. Orders.

a.Orders Generally. Each order that you submit to SAFS is subject to our acceptance, which we may withhold in our sole discretion. No contract is formed until SAFS has issued an order confirmation.

b.Cancellation. Once an order has been placed, you cannot cancel it without our express written permission.

c.International Orders. You are responsible for: (i) informing SAFS of any customs, import, export, tax, or related documentation required to lawfully purchase products in your country; (ii) providing SAFS with correctly completed documentation necessary to lawfully complete your purchase of any products hereunder. Your completion of any purchase constitutes a representation and warranty that either: (i) there are no such documentation requirements; or (ii) any such requirements have been satisfied by documents that you have provided to SAFS. SAFS will provide information about your purchase as may be required by governmental authorities, and you agree to cooperate with in any reporting obligation that SAFS may have to any governmental authority.

2. Payment.

a.Payment Terms. Unless we otherwise agree in writing, we must either: (1) receive payment with your order; or (2) have extended credit to you in accordance with terms that we have set (in our sole discretion).

b.Price. All prices will be in U.S. Dollars and as set forth in the Confirmation. Product prices do not include shipping and handling, applicable sales taxes, or any other taxes, fees, or costs charged by any third party (including but not limited to any governmental authority). These are payable in addition to the purchase price for the products that you have ordered. Shipping and handling charges will appear as a separate line item on your confirmation and/or invoice. You are responsible for informing SAFS of any taxes, fees, or costs charged by a governmental entity in your country, state, municipality, or otherwise that may affect any amount that SAFS is required to collect from you or that must be charged separately that do not already appear on your order confirmation or invoice.

Charges for shipping and handling will be made in accordance with our then-current shipping policies, as described below.

c.Past Due Amounts. To the extent that you owe sums to SAFS that are past due, all such amounts shall bear interest at a rate of twelve percent (12%) per annum until paid in full, or the maximum amount allowed by law, whichever is greater. In the event that you: (a) are in default of performance of your obligations to SAFS; or (b) SAFS has reasonable doubts with respect to your performance of your obligations to it and you fail to provide SAFS with adequate assurance of your performance of your obligations (such as a letter of credit) within five (5) business days of SAFS' request for the same, SAFS may: (a) cancel any outstanding orders that you have with it; and/or (b) repossess any products that you may have in your possession.

d.Collections; Attorneys' Fees. SAFS may hire and pay a third party to help collect any amounts due under terms and

conditions if you do not pay according to the terms hereof. You shall reimburse SAFS for any such amount. This includes, subject to any limits of applicable law, SAFS' attorneys' fees and SAFS' legal expenses, whether or not there is a lawsuit, including attorneys' fees and legal expenses incurred in connection with bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, you also will pay any court costs, in addition to all other sums provided by law.

e.Security Interest. You hereby grant to SAFS a security interest in any products sold hereunder. You authorize SAFS to file a UCC financing statement at any time to perfect this security interest

3. Changes in Products and Pricing

We are constantly updating and revising our offerings of products, and we may discontinue products and services at any time without notice. To the extent that we provide information on availability of products or services, you should not rely on such information, and we are not liable for any the unavailability of products that you may order through SAFS. To the extent that you order a product and it becomes unavailable, we will refund any funds that you have paid for the product.

All pricing for the products is subject to change. For all of our prices and products, we reserve the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and otherwise.

4. Shipping Policy

We offer a variety of shipping options to meet your shipping needs. We use only premium carriers with various delivery options available for many items. Please check the individual product page for specific delivery options.

Please note the posted shipping timeframe is listed on the individual product page and may vary from item to item. The posted shipping timeframe is contingent upon a number of factors, including credit card approval, the availability of the product with the manufacturer, and the carrier and delivery options that you select.

There may be occasional delays beyond the posted order processing time. If the delay is more than 5 business days, we will use our best efforts to send you an e-mail message notifying you of the delay. In the meantime, you are always welcome to contact us regarding the status of your order. We will always use our best efforts to keep you updated with respect to the status of your order as well. As a general matter, the following shipping costs apply:

□Tier 1 – \$20 flat for any combination up to 100 accessories (End Caps, Connector Sleeves, Corner Caps, Plant Holders). This applies to the Continental United States.

□Tier 2 – \$55 flat fee per box in increments of up to 6 units per box for the 8' handrail covers. 7-12 units of 8' would be \$110, 13-18 = 165\$, etc... Any accessories included in orders with 8' sticks ship at no additional charge. This applies to the Continental United States.

□Tier 3 – All orders that include the handrail covers at lengths 10', 12'6", and 14' ship via LTL freight and require a custom freight quote. Additionally, orders shipping outside the Continental United States require a customer freight quote.

5. Disclaimer and Limitation of Liability

EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, SAFS, OUR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES, AND THE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, AND OTHER AFFILIATES OF ANY OF OUR PARENT, SUBSIDIARY OR RELATED COMPANIES OR THEIR COLLECTIVE SUCCESSORS OR ASSIGNS (COLLECTIVELY THE "SAFS AFFILIATES") DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO

ANY PRODUCT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS SPECIFICALLY PROVIDED HEREIN. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US AND/OR ANY SAFS AFFILIATE SHALL CREATE ANY WARRANTY OR PROMISE NOT OTHERWISE PROVIDED FOR HEREIN.

SAFS, TOGETHER WITH ANY AND ALL SAFS AFFILIATES, SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE TO YOU OR ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GOODS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF THE GOODS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME, INJURY TO PROPERTY OR ANY DAMAGES OR SUMS PAID BY YOU TO THIRD PARTIES, EVEN IF SAFS OR ANY OF ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

THE RIGHT TO RETURN DEFECTIVE GOODS, AS DESCRIBED ABOVE, SHALL CONSTITUTE SAFS'S SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY IN CONNECTION WITH ANY CLAIM OF ANY KIND RELATING TO THE ANY GOODS PURCHASED FROM SAFS, WHETHER SUCH CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE.

IN NO EVENT SHALL SAFS OR ANY SAFS AFFILIATE BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THE GOODS OR YOUR TRANSACTION WITH SAFS IN EXCESS OF THE NET PURCHASE PRICE OF THE GOODS ACTUALLY DELIVERED TO AND PAID FOR BY YOU HEREUNDER.

6. Warranty and Return Policy

a. **Warranty Coverage.** Most of the products available are

covered under the manufacturer's warranty, which is detailed in the product's description. If applicable, manufacturer's warranties apply from the date of shipment. We do not operate or control the products offered by the manufacturer, and you agree that under no circumstances will we be liable for any damages arising out of the failure of any manufacturer to fulfill its obligations to you under any warranty, repair, customer support or similar policies covering products that you may purchase through SAFS. SAFS does not offer a separate warranty for any product. If a product arrives damaged or defective, please contact the manufacturer for assistance in making a claim under the warranty.

b>Returns Generally. While all sales are final, we encourage our customers to contact us with any questions or for assistance with contacting the manufacturer with questions or concerns about a product. Questions should be addressed via e-mail to sales@handrailcovers.com or by regular mail to SAFS at 629 South Trafton, #2, Tacoma, WA 98405.

7. Indemnification

You agree to indemnify, hold harmless and defend SAFS and its affiliates from all liabilities, claims, and expenses, including attorneys' fees, that arise from (a) your breach of the these Terms; (b) any injury, illness, or death caused by your handling or mishandling of the products; (c) your use or handling of the products, regardless of whether such claim arises as a result of a recall or withdrawal of the products, including, but not limited to, claims for wrongful death, personal injury, property damage and/or economic loss brought by consumers of the products who allege that such products were or in any way defective; (d) negligence or willful misconduct; (e) violation of federal, state and local laws and regulations, including without limitation tax obligations; and (f) any other conduct causing damages or any other loss, damages, or costs whatsoever to SAFS. In defending any claims subject to indemnification hereunder, SAFS may employ legal

counsel of its own choosing at your sole cost and expense, and shall have the exclusive ability to settle any claim without the obligation to consult with or obtain the approval of you or your insurance company.

8. Dispute Resolution

You agree that any dispute between us will be resolved exclusively and finally by arbitration administered by the American Arbitration Association (AAA) and conducted under its rules, except as otherwise provided herein. For the purposes of this agreement, the term "Dispute" means any disagreement, controversy, or claim arising out of or relating to any transaction between You and SAFS; including but not limited to any disagreement, controversy or claim relating to these Terms or any other transactional documents, their interpretation, or the breach, termination, applicability or validity thereof. Should either party bring a Dispute in a forum other than AAA, the arbitrator shall award the other party its reasonable costs and expenses, including attorneys' fees and disbursements, incurred in staying or dismissing such other proceedings or otherwise enforcing compliance with this dispute resolution provision. No demand for arbitration may be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the otherwise applicable statute of limitations. All questions relating to the arbitrability of any Dispute shall be decided by arbitration in the same manner and with the same effect as all other controversies that may arise hereunder. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and SAFS. The arbitration shall be held in Washington State at a specific location to be determined by SAFS. Washington law shall apply, without regard to its conflict of laws provisions. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in any court of competent

jurisdiction. For this purpose, both you and SAFS consent to the jurisdiction of the courts of the State of Washington and the federal courts located in Washington, and each agrees that venue is proper in Pierce County, Washington. YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE DISPUTES THROUGH A COURT, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THAT RIGHT AND AGREED TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION.

9. Force Majeure

SAFS will be liable for performance delays or non-performance due to causes beyond its reasonable control.

10. Successors and Assigns

These Terms will be binding on and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives; you may not assign your obligations hereunder, however, without the prior written consent of SAFS. SAFS may assign its rights and benefits under these terms and conditions, and delegate the performance of its obligations and duties hereunder, to any person or entity that is the successor to the business of SAFS.

11. Entire Agreement

These Terms constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms shall be construed and enforced in accordance with the laws of the State of Washington, and the venue for any action filed with respect to these terms and conditions shall be in Pierce County, Washington, without regard to its conflict of laws provisions.