



NASCO Products, LLC Terms and Conditions of Sales

1. **AGREEMENT.** All sales by NASCO Products LLC, a North Carolina limited liability company ("NASCO") of any products ("Products") to the purchaser ("Customer") as specified in the associated sales order, quotation, order acknowledgement, or invoice from NASCO ("Order") shall be governed exclusively by these terms and conditions ("Terms"). NASCO OBJECTS TO AND HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY CUSTOMER, INCLUDING THOSE CONTAINED ON ANY PURCHASE ORDER OR OTHER DOCUMENTATION PROVIDED BY CUSTOMER. Any changes to the Terms must be specifically agreed to in a writing executed by NASCO and Customer before becoming binding on either party. To the extent a conflict or inconsistency exists between these Terms and any document submitted to NASCO by Customer, these Terms will control.
2. **MINIMUM ORDER QUANTITY.** The NASCO minimum order quantity is 4 (6M) cases or 120 cartons of any Products. The quote for any such order will include shipping.
3. **DELIVERY OF PRODUCTS; TITLE.** Delivery and completion dates are estimates; NASCO will use commercially reasonable efforts to meet desired delivery and completion dates, but will not be liable to Customer in any way for any late shipment or completion. Delivery requests not conforming to NASCO's lead times are subject to expedite fees. NASCO shall not be responsible for any delays caused by strike, flood, fire, act of God, scarcity of the materials needed to produce the Products, governmental restrictions, or any other cause beyond the reasonable control of NASCO. Products shall be delivered for domestic shipments in the continental U.S.A. FOB shipping point and international shipments will be EXW shipping point (Incoterms 2020) and title to Products shall pass to Customer in accordance therewith.
4. **CREDIT TERMS.** The standard credit terms are net 15.
5. **PRICES.** All prices are subject to change without notice.
6. **LIMITED WARRANTY.** Unless otherwise provided on the associated Order or agreed to in writing by authorized NASCO personnel, NASCO warrants that Products sold by NASCO will be free from defects in material and workmanship. Customer shall be deemed to have accepted the Products unless Customer notifies NASCO in writing within five (5) business days of receipt of non-conformance of the Products with the Order or with labeling or packaging of the Products, and furnishes written evidence or other documentation of such non-conformance. Upon receipt of such notice and Customer's return of non-conforming Products, NASCO will, at its sole discretion, either (a) replace such non-conforming Products with conforming Products, or (b) credit the price of such non-conforming Products in connection therewith. All returns for product non-conformance must be approved in writing in advance by NASCO. Customer acknowledges that the remedies set forth in this Section 6 are Customer's sole remedies for delivery of non-conforming Products.
7. **RETURN POLICY.** All sales of Products under this Contract are final. Buyer shall not have the right to return any Product to the Company, except in the case of a defect in accordance with Section 6.
8. **DISCLAIMER OF OTHER WARRANTIES.** THE EXPRESS WARRANTIES ABOVE ARE MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NASCO DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL WARRANTIES AND CONDITIONS INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. No agent, representative or employee of NASCO has any authority to make any representations or warranties on behalf of NASCO.
9. **LIMITATION OF LIABILITY.** NASCO'S TOTAL LIABILITY ARISING FROM THE PRODUCTS, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHERWISE, IS LIMITED TO THE AMOUNT CUSTOMER PAID FOR THE PRODUCTS FOR WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT SHALL NASCO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, OR LOST PROFITS, ARISING OUT OF OR RELATED TO THE PRODUCTS, REGARDLESS OF WHETHER NASCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION RELATING TO THE PRODUCTS MAY BE BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER DELIVERY OF THE PRODUCTS.
10. **GENERAL.** These Terms will be governed by the laws of the State of North Carolina without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Any action to enforce these Terms shall be brought in the federal or state courts in the jurisdiction of NASCO's principal place of business. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. Neither these Terms nor any rights under these Terms shall be assigned or otherwise transferred by Customer (by operation of law or otherwise) without the prior written consent of NASCO and any unauthorized transfer or assignment shall be void. These Terms shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto. These Terms together with NASCO's associated Orders (if applicable) constitute the entire understanding and agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous understandings, written or oral. In the event the terms of an Order contain additional or different terms than these Terms, the terms of the Order will govern and control. These Terms may only be amended by a written document signed by both parties.