

Arlington Industries

TERMS AND CONDITIONS

In consideration of Arlington Industries Inc (“Arlington Industries”), accepting Customer’s application for credit and in consideration of any extension of credit by Arlington Industries to Customer, and the sale of any goods to Customer, intending to be legally bound hereby, Customer agrees as follows:

1. The Customer hereby represents that the information herein contained is true and correct and hereby authorizes Arlington Industries to contact the designated references as well as any or all appropriate credit bureaus for information pertaining to the credit worthiness and financial responsibility of the Customer.
2. Arlington Industries may, but shall not be bound to, extend credit to Customer in its sole discretion and in its sole discretion may modify or withdraw at any time credit terms extended by it to Customer.
3. Terms and Conditions of Sale – Terms are Net 30 with approved credit. Any sale of goods by Arlington Industries to Customer shall be governed solely by these Terms and Conditions and the Terms and Conditions appearing in the sales catalog, on the invoice from Arlington Industries or as otherwise established from time to time by Arlington Industries. Any additional or different conditions of sale appearing in Customer’s purchase order form or elsewhere are hereby superseded by Arlington Industries’ conditions of sale, unless agreed to in writing, by the duly authorized representative of each party.
4. Security Agreement - Customer hereby grants to Arlington Industries and Arlington Industries retains a purchase money security interest in all goods sold (whether now or hereinafter) by Arlington Industries to Customer together with a security interest in all proceeds thereof. Customer authorizes Arlington Industries to file in all appropriate public registries a UCC financing statement to perfect its security interest. The obligations of the Customer are not assignable without the written consent of Arlington Industries.
5. Limitation of Liability & Disclaimer of Warranty – Except as provided separately in writing by Arlington Industries, the goods are being provided “as is” without warranty of any kind. Distributor hereby disclaims all warranties, whether express or implied, oral or written, with respect to the goods including, without limitation, all implied warranties of title, non-infringement, merchantability or fitness for any particular purpose and all warranties implied from any course of dealing or usage of trade. Further, to the maximum extent permitted by applicable law, Arlington Industries’ cumulative liability to customer for any claim(s) arising under this agreement or relating to the goods, whether in contract, tort, indemnity, or other theory of liability, shall be limited to the purchase price of the goods affected by such claims, and in no

event shall Arlington Industries' cumulative liability to customer exceed the total purchase price of such goods affected by such claim(s) in the three months prior to such claim(s) arising. In addition, to the maximum extent permitted by applicable law, in no event shall Arlington Industries be liable to customer for lost profits, loss of use or indirect, special, incidental or consequential damages for any claim(s) related to the goods, whether in contract, tort or any other theory of liability, even if advised of the possibility of such damages.

6. Interest on Late Payment – In the event that any obligation of Customer to Arlington Industries is not paid on the due date thereof, Arlington Industries shall be entitled to charge Customer interest on the full amount of the unpaid obligation at a rate of 1.5% per month (18% per annum), but not in excess of the lawful maximum, commencing on the due date of the obligation and continuing until the obligation is paid in full.
7. Attorney/Collection Fees – In the event Arlington Industries shall determine, in its sole discretion, to use the services of any attorney/collection agency to collect any past due obligations of Customer, Customer agrees to pay, in addition to the past due obligations, reasonable attorney/collection fees.
8. Past Due Accounts – Open account terms will be suspended if invoices are not paid within specified terms and subsequent orders may be held until the account is paid current. A \$25 handling charge will be assessed on all returned checks.
9. Governing Law and Consent to Jurisdiction – This Agreement and the Terms and Conditions and any and all dealings between Arlington Industries and Customer shall be construed as having been made or to have taken place in the County of Mecklenburg, State of North Carolina, without regard to its principles of conflict of laws and no other jurisdiction. In the event of any dispute between Arlington Industries and Customer arising out of or in connection with the Agreements, all actions or disputes shall be brought and tried only in the County of Mecklenburg, State of North Carolina and violation of this covenant will bar recovery by Customer in any other court.
10. Invoicing – Unless otherwise requested, Arlington will provide invoice via email transmission.
11. Payment Methods –

a. Check remitted to:

Arlington Industries, Inc.

PO Box 601029

Charlotte, NC 28260-1029

b. E-Bill Express (Online Bill Payment)

To access, visit <https://ww2.e-billexpress/ebpp/arlington/> or arli.com and click on E-Bill Express in the menu ribbon.