



It is the nature of business today that we must post our official Terms and Conditions of Sale. Please understand that Wurms Diversified Solutions and its dba GR Golf will support our customers and attempt to resolve any dissatisfaction you have with our products or services. Please call us and discuss any situation for which you have not received proper service or have incurred a difficulty with a product that you have purchased from us. If you would prefer to drop an e-mail to us, please do so at rgarequest@wurmsproducts.com and you will receive a prompt response.

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS. As used below, "WDS", "we" or "us" means Wurms Diversified Solutions, an Ohio corporation and/or its dba GR Golf. "Product" means any product sold by WDS, and "Buyer" means a party purchasing any Product from WDS.

2. APPLICABLE TERMS. All sales by WDS to Buyer, whether initiated by written purchase order, electronic means, telephone or any other method, will be subject to the following:

- If a signed written agreement is then in effect between Buyer and WDS and applicable to such sale (a "Sales Agreement"), then any term in the Sales Agreement that conflicts with these terms will apply, and these terms will otherwise apply.
- If no Sales Agreement is in effect, these terms, and the Product description and quantity specified in Buyer's order as accepted by WDS, will make up Buyer's complete contract ("Contract") with WDS.

These terms may be modified only by the written, signed agreement of Buyer and WDS. By purchasing Products from WDS, Buyer confirms its agreement with these terms, and agrees that, even if Buyer sends WDS another form of agreement or terms, or modifications to these terms, and WDS does not expressly accept such agreement, terms or modifications in writing, these terms shall govern. These terms shall be governed exclusively by, and interpreted in accordance with, the laws of the State of Ohio, including without limitation Ohio's codified version of the Uniform Commercial Code, without giving effect to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to any sale of Products. BY REQUESTING A QUOTE FROM WDS OR PRESENTING AN ORDER TO WDS AND ABSENT A SIGNED SALES AGREEMENT, BUYER CONFIRMS THAT THESE TERMS AND CONDITIONS SHALL GOVERN ALL PURCHASES OF GOODS OR SERVICES ("PRODUCTS") BY BUYER FROM WDS, AND NO CHANGES OR ADDITIONAL OR DIFFERENT TERMS (CONTAINED IN A PURCHASE ORDER ACCEPTED BY WDS, OR OTHERWISE) WILL CHANGE THESE TERMS AND CONDITIONS UNLESS ACKNOWLEDGED IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF WDS. NO WDS EMPLOYEE OR AGENT HAS THE AUTHORITY TO MODIFY THESE TERMS AND CONDITIONS VERBALLY. WDS OBJECTS TO AND REJECTS ANY TERMS BETWEEN BUYER AND ANY OTHER PARTY, AND NO SUCH TERMS, INCLUDING BUT NOT LIMITED TO ANY GOVERNMENT REGULATIONS OR "FLOWDOWN" TERMS, SHALL BE A PART OF OR INCORPORATED INTO ANY ORDER FROM BUYER TO WDS, UNLESS AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF WDS.

3. PRICE. Product prices are determined by the applicable Sales Agreement or current GR Golf Sales Catalog, if any. Current GR Golf Sales Catalog supersedes all previously published price lists and are subject to change without notice. In the absence of a Sales Agreement or GR Golf Sales Catalog, prices are determined by WDS's confirmation of Buyer's order or, in the absence of a confirmed order, Buyer agrees to pay the prices quoted by WDS, and is responsible for additional applicable shipping and handling charges, taxes and duties. Unless otherwise stated, all goods will be FOB OUR PLANT, and payment will be due within thirty (30) days of the invoice date. Buyer shall make all claims for billing errors or adjustments in writing within fifteen (15) days of the invoice date. **Claims not received in writing within the time specified are waived by Buyer.** If Buyer fails to timely make any payment to WDS when due, Buyer's entire account(s) with WDS shall become immediately due and payable, and WDS may, in its sole discretion, suspend further performance under any order with Buyer. All past due amounts are subject to a service charge of 1.5% per month or up to the maximum rate permitted by law. If Buyer is in default for non-payment, in addition to other remedies stated herein, Buyer agrees to reimburse WDS for WDS's costs of collection, including without limitation, reasonable attorney's fees at a rate of 15% of the outstanding balance and interest at the annual Prime rate plus 5% (or the maximum allowed by applicable law, whichever is lower). WDS shall grant a lien waiver only to the extent payment is received, paid by the bank, and not avoidable as a bankruptcy preference.

4. DELIVERY AND RETURNS. Buyer shall examine material upon receipt and prior to installation. All claims for shortages or improper delivery must be made in writing within five (5) days of delivery. **Claims not received in writing within the time specified are waived by Buyer.** Delivery to the job site or any location as directed by Buyer constitutes delivery to Buyer, regardless of whether Buyer or his agent is at the site at time of delivery or signs a delivery receipt. All delivery dates are estimates only.

WDS shall not be responsible for failure or delays in delivery. Buyer waives any claims for damages arising from delays in delivery, regardless of the cause. WDS, at its discretion, may accept the return for credit of regularly stocked, current GR Golf Sales Catalog items in clean, unused and undamaged condition in original packaging with all original parts ("Returns"). In order to qualify for return credit, stocked, current GR Golf Sales Catalog item must have been purchased within the past 30 days. Returns are subject to up to a 25% restocking fee, unless specified otherwise. No other product may be returned for credit including special order items, unless specifically agreed to by WDS. Risk of loss or damage to Products will pass to Buyer in accordance with the Incoterm specified by WDS, and title will transfer at the same time as risk of loss.

5. CREDIT AND DEFAULT. Buyer represents and warrants to WDS that it is solvent at the time this Contract is made and Buyer hereby makes a continuing representation and warranty of its solvency at the time of each tender or delivery hereunder. In the event of a default by Buyer of these terms and conditions of sale, WDS may elect its rights and remedies under the Uniform Commercial Code including,

but not limited to the following: (a) cancel this and/or any other Contracts (or any part thereof) with Buyer (with Buyer remaining liable for damages); (b) defer any shipments or other tenders hereunder; (c) declare forthwith due and payable all outstanding invoices to Buyer under this or any other contract; (d) bill at Contract price (on a cash before delivery basis if WDS so elects) all or any part of the Products covered by this or any other Contracts and require Buyer to specifically perform the Contract by taking in and paying for such Products; and/or (e) any other right or remedy set forth herein.

- **All accounts 30 days past due will be placed on credit hold until balance is paid in full. After 60 days all accounts with an outstanding balance will be sent to collections.**
- **Returned checks subject to \$30 fee.**

6. LIMITED WARRANTY. WDS warrants that all Products sold to Buyer will be free of any claim of ownership by third parties. Fabricated parts will meet the physical dimensions agreed upon in writing. Buyer will inspect all Products for damage, defect or shortage promptly after Buyer receives them, and will give WDS prompt notice of any damage, defect or shortage that Buyer finds. The conditions of any test for conformance with specifications shall be mutually agreed upon and WDS will be notified of, and may be represented at, all such tests. If any Product is determined not to conform to the warranty set forth above during the period ending at the earlier of (i) the date of use of the Product by Buyer, or (ii) one month from date of shipment by WDS, then WDS shall, at its option, either replace the defective Product or refund an amount up to but not exceeding the purchase price. Defective Products shall not be returned by Buyer until authorized by WDS. This remedy is Buyer's exclusive remedy for breach of warranty.

BUYER AGREES THAT THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, GIVEN BY WDS BEYOND THIS LIMITED WARRANTY. WDS EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, BREAKING, STRENGTH, SHRINKAGE, ABSENCE OR MINOR CONTAMINATION, PHYSICAL OR CHEMICAL QUALITIES OR VARIATION IN THICKNESS OR SIZE. IT IS THE SOLE RESPONSIBILITY OF BUYER TO ASCERTAIN THE SUITABILITY OF THE PRODUCTS FOR ANY USE BY ITS OWN SAMPLING AND TESTING. BUYER ACKNOWLEDGES THAT WDS HAS NOT MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DESCRIPTION, DURABILITY OR SUITABILITY OF THE PRODUCTS WHICH BUYER HAS PURCHASED FROM WDS.

7. LIMITATION OF CLAIMS. Except as agreed in the Limited Warranty set forth above, WDS will not be responsible for any harm arising out of Buyer's purchase, possession or use of any Product, whether based in contract, warranty, negligence or other tort, strict liability, or otherwise. **WDS WILL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EQUIPMENT DOWNTIME, COST OF ANY SUBSTITUTE FOR PRODUCTS, CLAIMS OF THIRD PARTIES OR INJURY TO PERSONS OR PROPERTY.**

8. ADVICE AND OTHER SERVICES. Buyer agrees that WDS will not have control over the design, testing or labeling of any product produced using the Products, and that Buyer is not relying on any representation or statement made by, or on behalf of, WDS with respect to the suitability of any Product for any purpose, or on any advice, recommendation or information obtained from WDS's product literature or web sites, including any design aid or other service made available by WDS. Buyer has tested and investigated the Products enough to form an independent judgment concerning their suitability for the use, conversion or processing intended by Buyer and will not make any claim against WDS based on WDS's advice, statements, information, services or recommendations.

9. INTELLECTUAL PROPERTY. Any suggestions WDS makes about possible articles, designs or uses of Products do not give Buyer a license under any patent or other intellectual property right covering such articles, designs or uses, nor are they a recommendation that Buyer use any Product in a manner that may infringe any patent or other intellectual property right. WDS shall not be responsible for, and Buyer shall hold WDS harmless against, any damages and costs incurred by WDS as a result of any claim of infringement of another company's or person's patent or other intellectual property right that arises from WDS's compliance with any specification or instruction provided by Buyer. In the event that Buyer shall become aware of any claim of the type described above, it will promptly notify WDS in writing and give WDS all necessary information, assistance and exclusive authority for the defense of any such claim and its settlement.

10. FORCE MAJEURE. WDS shall not be responsible or liable hereunder for any failure to perform its obligations hereunder due to unforeseen circumstances or causes beyond the Party's reasonable control, including, without limitation, acts of God, war, riot, embargoes, acts of governmental authority, acts of terrorism or sabotage, civil disturbance, pandemic, electronic viruses, fire, flood, earthquake, accident, strikes, radiation, inability to secure transportation, labor or materials, failure of utilities or facilities.

11. HEALTH AND SAFETY COMPLIANCE. WDS will give Buyer Safety Data Sheets ("SDSs," formerly known as Material Safety Data Sheets or MSDSs) for Products sold hereunder. Buyer understands that some Products may be hazardous materials or hazardous substances under various laws and regulations when handled or processed. Buyer agrees to familiarize itself (without further reliance on WDS) with any hazards of the Products, their processing and applications and the containers in which the Products are shipped. Buyer agrees to provide the SDSs to all those required by law to receive same and to inform and train its employees, and properly warn and instruct its customers, as to hazards identified in the SDSs or discovered by Buyer in its investigations. Buyer agrees to properly manage and dispose of all wastes and residues resulting from its use of all Products, including any disposable packaging, in accordance with applicable disposal or recycling laws.

12. EXPORT CONTROL AND ECONOMIC SANCTIONS COMPLIANCE. Buyer will ensure that any Products, technology or software received from WDS are exported by Buyer only in compliance with applicable laws, including U.S. export control and economic sanctions laws. At all times, WDS will be entitled to decline to sell or ship to any party appearing on the Denied Persons List published by the Bureau of Industry and Security of the U.S. Department of Commerce or identified in any similar governmental publication.

13. ELECTRONIC COMMERCE. Buyer may not share any password, access code or similar credential issued to it by WDS, and WDS reserves the right to suspend or revoke any such credential. Buyer is solely responsible for ensuring the security and integrity of its ordering

process. Any information provided by WDS via any Internet site or electronic communication (i) is subject to correction or change without notice, and (ii) is provided for the sole use of Buyer for purposes of facilitating individual transactions involving the purchase and sale of Products. Buyer agrees that it will not rely upon any such information for any purpose other than making individual purchases and will not seek to assert such information against WDS for any other purpose. WDS may issue electronic invoices for any purchases of Products and Buyer agrees to honor such invoice as if it had been delivered in writing. When visiting from a mobile device, we may receive device and location information to provide more personalized services. Information obtained as part of the SMS contract will not be shared with third parties.

14. TERMINATION; SUSPENSION. In the event Buyer or WDS breaches any material term of this Agreement, the non-breaching party may terminate this Agreement after thirty (30) days' prior written notice to the other party if the breach remains uncured after such thirty (30)-day period. Notwithstanding the foregoing, WDS may terminate this Agreement or adjust Buyer's payment and/or credit terms effective immediately upon written notice to Buyer in the event (a) Buyer fails to pay any WDS invoice within the time provided in this Agreement on two or more occasions, (b) Buyer generally fails to pay its debts as they become due, (c) WDS reasonably believes Buyer's creditworthiness has deteriorated or Buyer is insolvent (whether based on the reasonable belief by WDS that Buyer's liabilities exceed its assets; the existence of a bankruptcy, assignment for the benefit of creditors or other similar proceeding involving Buyer; a liquidation of a significant portion of the assets of Buyer; or otherwise) or (d) of a sale of a majority of the assets, or a change of control of the ownership, of Buyer. If Buyer is in default hereunder, including by failure to pay invoices, WDS may suspend shipments of Product, require cash in advance of deliveries, and/or reduce payment terms until all invoices are current and WDS receives adequate assurance of future performance.

15. DISPUTE RESOLUTION; CHOICE OF LAW; VENUE. All claims, disputes, disagreements, causes of action, claims for relief and other matters in controversy or question ("Dispute") between WDS and Buyer, arising out of or in any way or manner relating to this contract or any breach thereof shall be governed and construed in accordance with the laws of the State of Ohio. WDS and Buyer submit to the sole and exclusive jurisdiction of the courts of Ohio to resolve any such Dispute, with venue to be in a court of competent jurisdiction as elected by WDS. Any Dispute shall be decided by litigation, unless WDS, in its sole discretion, elects to have the Dispute decided by arbitration. The parties shall mutually select an arbitrator to administer the arbitration. The arbitrator shall enforce and be bound by all terms, conditions, and limitations contained herein, shall have no power to alter or modify any provision of this contract, and shall have no power to direct WDS to deliver or release Products to Buyer until Buyer has fulfilled all of its obligations to WDS pursuant to the terms and conditions of all contracts involved in the arbitration. The arbitration shall be conducted in a location and venue pursuant to the terms and conditions set forth in these Terms and Conditions of Sale. Any award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. The prevailing party in any Dispute arising out of or relating to these terms and conditions of sale shall be entitled to recover from the other party the reasonable attorneys' fees incurred by that party in connection with any such Dispute.

16. RETENTION OF TITLE. Buyer grants to WDS all retention of title rights applicable in their respective country. In the event of an act of insolvency by Buyer, WDS shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of WDS's Products in unopened condition at the time of the insolvency; WDS and its agents and employees shall be entitled at any time, upon reasonable notice, enter upon the property upon which the Products are stored to inspect such Products; Buyer shall store or mark the unopened Products in a manner reasonably satisfactory to WDS indicating that title to the goods covered remains vested in WDS; and Buyer shall insure the goods for their full replacement value.

17. GENERAL. Cancellation of any order, or return of any conforming Product purchased hereunder, will be subject to acceptance by WDS and to a restocking charge in accordance with WDS's policy then in effect. Neither course of performance or dealing, nor usage of trade, nor prior writings or agreements shall be used to qualify, explain or supplement any of these terms and conditions. Failure by either party, at any time or from time to time, to require the performance by the other of any term hereof shall not constitute a waiver of such term or provision. The invalidity, in whole or in part, of any term herein, shall not affect any other term, each of which shall be enforced to the full extent permitted by law. Buyer may not assign or transfer any rights or obligations under any Sales Agreement or other agreement governed by these terms without the prior written consent of WDS. Notice shall be deemed properly given if sent by facsimile, confirmed by registered mail with return receipt, overnight courier mail, hand-delivered, or registered mail with return receipt. WDS shall be entitled to reference Buyer as a customer of WDS and utilize photographs of Buyer's applications utilizing WDS's products in WDS's marketing materials.