

GENERAL TERMS AND CONDITIONS

WilliamsRDRDM (WmsRDRDM)
(for StoveTop FireStop products)

These General Terms and Conditions ("General Terms") supersede and replace any general terms and conditions of the Customer, all of which, by Customer's acceptance of goods from WilliamsRDRDM, are hereby expressly rescinded and waived by Customer. These general terms apply to all orders received, and to all shipments made after first publication thereof by WilliamsRDRDM ("WmsRDRDM"), which first publication occurred in July, 2012. These General Terms apply to sales to all customers of WmsRDRDM ("Customers") and may only be superseded by revised General Terms published by WmsRDRDM, which shall be effective from and after their effective date.

1. Price Quotes. Price offers and quotes are only valid for 30 days after submission by WmsRDRDM, unless otherwise provided for by the terms of the offer or quote. Offers and quotes of availability are only valid at the time that the offer or quotation is issued for delivery as and when stated in the offer or quote. Except as provided for in this paragraph, all offers and quotes are subject to change without notice. Price quotes include shipping and handling (via UPS Ground or UPS Freight) in the 48 contiguous United States [see Section 3 for more details], and taxes in the State of Texas [Customer is responsible for all sales taxes, and WmsRDRDM will collect where sales tax is due, inside the State of Texas, unless an exemption is on file].

2. Product Pricing. Unless a fixed pricing structure is established between Customer and WmsRDRDM, all pricing is based on a 12-month rolling purchase history. WmsRDRDM maintains multiple tiers of unit pricing to provide a lower unit cost price point for our high volume customers. Pricing will be reviewed on a monthly basis to determine whether Customer has reached a new pricing tier, based on their cumulative purchases over the previous 12 months. Any pricing change based on this scale is not retroactive to past purchases, and will apply to future purchases only. This pricing will remain in effect until such time as Customer ascends or descends into a new pricing tier. Customer will be notified by WmsRDRDM of this change on a monthly basis, if required.

All orders of StoveTop FireStop products from WmsRDRDM must be in our standard packaging increments:

- 675-3 StoveTop FireStop Rangehood (five pair per box)
- 677-1 StoveTop FireStop Microhood – Black (five pair per box)
- 677-2 StoveTop FireStop Microhood – White (five pair per box)

Customers are permitted to 'break a case' and re-sell StoveTop FireStop products in smaller quantities, at their sole discretion. In the event that an accepted purchase order or other sales contract provides for product delivery(ies) more than 30 days after the date of acceptance, prices set forth in such purchase order or sales contract are subject to increase if WmsRDRDM receives price increases.

New Customers may be subject to a 'minimum order' requirement and/or 'purchase history' requirement, prior to being approved for credit terms. See *"Terms and conditions of payment"* below for details.

3. Shipping. Unless other special arrangements are made between WmsRDRDM and Customer, price quotes for StoveTop FireStop products include shipping and handling (via UPS Ground or UPS Freight) in the 48 contiguous United States. Contact us for shipping charges outside the continental United States (Alaska, Hawaii, and abroad). Any special requests by Customer for Overnight, Next Day, etc. shipping will be billed separately.

3. Scope of Order. Customer is responsible for clearly and accurately describing the goods being ordered from WmsRDRDM. In any event (with the exception of orders placed telephonically or through other forms of oral communication, which are addressed below), the invoice from WmsRDRDM to Customer will supersede the terms and conditions set forth in any order or purchase order from Customer, even in the case of object error, unless Customer notifies WmsRDRDM of the error within 5 business days after Customer's receipt of the applicable invoice.

Orders placed telephonically or through other forms of oral communication are subject to additional risk of error, which additional risk shall be borne by Customer. The invoice from WmsRDRDM to Customer will supersede the terms and conditions set forth in any such telephonic or other orally placed order, even in the case of object error.

WmsRDRDM is an EDI compliant business, and any Customer who wishes to submit their orders through 'industry standard EDI technology' should notify WmsRDRDM.

4. Acceptance of contract and scope of services. Orders and purchase orders are deemed to be accepted by WmsRDRDM upon shipment of product by WmsRDRDM to Customer. Dimensions and weights of ordered products may fluctuate slightly within the customary

industrial standards. Such variations are deemed to be agreed upon insofar as they do not have a material adverse effect upon functional features of the products.

5. Delivery dates. The stated delivery dates are approximate or 'best guess estimates', based on information provided to WmsRDM by our courier / delivery partners, and therefore are non-binding. Dates set forth for delivery in any invoice or acceptance from WmsRDM refers to the anticipated date when goods are to be shipped by WmsRDM, not the date of delivery or anticipated delivery to Customer. If next business day service (or other expedited service) is required by Customer, such service must be requested by Customer in advance in writing, and acknowledged by WmsRDM, and the additional cost of such service will be included in the final invoice to Customer.

Shipment dates are automatically extended if:

- a. WmsRDM does not receive complete details of an order on a timely basis, or the Customer subsequently modifies such details.
- b. WmsRDM experiences delays in receiving shipments from its suppliers.
- c. Unforeseeable events occur, including, without limitation, labor conflicts and strikes, unavailability of goods and services, governmental intervention, natural disasters, and other so called 'acts of god' or force majeure.
- d. Delayed Customer performance, or delayed performance of a third party, including, without limitation, Customer falling out of credit terms with WmsRDM, having their purchase(s) dollar volume exceed the limits of their credit terms, or failing to pre-pay an order where Customer has no arranged credit with WmsRDM and pre-payment is required.
- e. A 'backlog' condition in which the volume of incoming product orders outpaces the safe production capacity of the StoveTop FireStop manufacturing lines.

Though we make every effort to safely comply with all shipping commitments, non-compliance with delivery deadlines shall neither entitle the Customer to a claim for damages nor to withdraw or cancel an order.

6. Terms and conditions of payment. For our Customers who request and are approved for credit, our payment terms are 'Net 30' from the date of shipment.

For our new Customers, we require advance payment or credit card payment prior to shipment. New Customers will need to place **two orders** prior to requesting credit terms. Successful execution of these two orders and a formal request to establish credit terms with WmsRDM does not guarantee that credit will be provided. Payments are to be sent to WilliamsRDM at: 200 Greenleaf Street, Fort Worth, TX, 76107, in US Dollars. Checks only constitute payment when collected. Bank charges incurred by WmsRDM for international payment transactions shall be reimbursed by the Customer.

For any payment that is not received when due, the account is delinquent and subject to late charges up to the maximum legal interest rate, which can be charged each month on the unpaid balance due, which includes, without limitation, all shipping and handling charges. Customer agrees to pay all collection expenses, including court costs and attorney fees, and all costs incurred by WmsRDM in the collection of past due invoices.

Customers that do not have established credit with WmsRDM will be notified of the total payment amount due, including all shipping and handling charges, in advance of shipment if cash, credit card, certified check or money order is required for payment.

7. Texas Reseller Status. In order to receive or maintain reseller status in the State of Texas, we require a Texas sales tax resale and exemption certificate. Copies of these forms are available upon request.

8. Conformance to WmsRDM Standards of Product Representation. All resellers who choose to list our products on their own websites, in catalogs, periodic circulars, or any related marketing materials must be willing to modify the statements, images, verbiage, and descriptions of our products, upon request of WmsRDM. These marketing materials do not need to be pre-approved by WmsRDM, however, should any product representation be deemed out of conformance with WmsRDM standards, Customer will amend the error in a timely manner, and at the sole expense of Customer.

9. Reservation of title and lien rights. WmsRDM shall retain a vendor's lien in all delivered products until WmsRDM's receipt, in full, of the purchase price for such products, at which point the lien shall be released without further action on the part of WmsRDM or Customer. In furtherance of the foregoing, Customer hereby grants WmsRDM a security interest in all products sold to Customer by WmsRDM, and WmsRDM shall have the right to file and record any and all appropriate UCC-1 and other Financing Statements in the appropriate public records to perfect or further perfect WmsRDM's lien. The security interests and liens in favor of WmsRDM shall extend to all products sold by WmsRDM, notwithstanding the fact that some orders may have been paid for.

10. Partial deliveries. WmsRDM shall have the right to deliver orders in multiple shipments, and Customer agrees to accept partial deliveries, and to pay for each partial delivery according to the credit terms in place with WmsRDM as if the partial delivery were a separate order or invoice. Credit terms for each delivery are measured from the date of shipment, not for the day that a particular order or invoice has been fully shipped.

11. Risk of Loss. Risk of loss transfers to the Customer when goods leave WmsRDM's shipping facility, and as such all goods are shipped free on board origin ("FOB Origin") at WmsRDM's shipping facility, which is currently located in Fort Worth, Texas. Notwithstanding the foregoing, if Customer asks WmsRDM to hold goods purchased from WmsRDM in WmsRDM's warehouse, the risk of loss shall pass to the customer from the date that the goods are segregated and designated to Customer, which shall be deemed to be the date of shipment for invoice and risk of loss purposes. Customer agrees to cause its insurance to cover such goods being stored for Customer by WmsRDM. Customer shall be responsible for insurance during storage and transit in all cases.

12. Inspection of products and notification of defects. Customer shall check the deliveries and products provided by WmsRDM within 5 days of the time that the goods are received. Any issues, errors, or damages incurred during shipping must be reported to WmsRDM within this time period. Should Customer desire to return the product(s), a request for an RMA is required (see *Obtaining an RMA* for more details) prior to returning the goods to WmsRDM.

13. Warranty and liability for defects. WilliamsRDM warrants this StoveTop FireStop® product against defects in material or workmanship for the time periods and under the terms set forth below. Pursuant to this Limited Warranty, WmsRDM will, at its option, (i) repair the product using new or refurbished parts or (ii) replace the product with a new or refurbished product. For purposes of this Limited Warranty, "refurbished" means a product or part that has been returned to its original specifications. **In the event of a defect, these are your exclusive remedies.**

WmsRDM warrants to the original purchaser, all WmsRDM products for a period of one (1) year against defective material and faulty workmanship. Any unit found to be defective during the warranty period will be repaired if possible, or replaced free of charge upon the buyer's *prepaid* return of the defective unit only after receipt of an official Return Material Authorization (RMA) number. This warranty gives the buyer specific legal rights which may vary by state (or country.)

THE FORGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THIS PRODUCT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE -- WHICH ARE HEREBY DISCLAIMED. THERE ARE NO IMPLIED WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTY, OR TO ASSUME FOR WMSRDM ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR INSTALLATION OF ITS PRODUCTS. REPLACEMENT OF THE PRODUCT WILL BE THE SOLE REMEDY WITH RESPECT TO ANY LOSS OR DAMAGE TO PROPERTY. BUYER IS NOT RELYING ON SELLER'S JUDGMENT REGARDING BUYER'S PARTICULAR REQUIREMENTS AND BUYER HAS HAD AN OPPORTUNITY TO INSPECT THE PRODUCT TO BUYER'S SATISFACTION. UNAUTHORIZED SERVICE OF ANY KIND INVALIDATES ALL WARRANTY PROVISIONS.

This Limited Warranty covers only the hardware components packaged with this product. It does not cover technical assistance for hardware. Any parts or product replaced under this Limited Warranty will become the property of WmsRDM.

LIMITATION ON DAMAGES: WmsRDM SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY SUCH DAMAGES FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THIS PRODUCT.

Instructions: To obtain warranty service, you must deliver the product, freight prepaid, in either its original packaging, or packaging affording an equal degree of protection, to WmsRDM's specified manufacturing facility.

This Limited Warranty only covers product issues caused by defects in material or workmanship during ordinary consumer use; it does not cover product issues caused by any other reason, including but not limited to product issues due to commercial use, acts of god, misuse, limitations of technology, or modification of or to any part of the WmsRDM product. This Limited Warranty is invalid if either the factory-applied work order number or date code has been altered or removed from the product. This Limited Warranty is valid only in the United States.

14. Claims and Claims Processing. While we make every effort to carefully manufacture and ship our products with the highest standards of quality, occasionally parts sustain damage during shipping and handling. If Merchandise is believed to have been damaged in shipping, it is the responsibility of the customer to immediately notify the freight company at the time of receipt (or promptly thereafter if damage is concealed) and to file a claim with the carrier.

No returns will be accepted without prior written authorization. All shipments must be appropriately marked with a return material authorization (RMA) number, which must be obtained before any goods will be accepted back for any reason. All claims must be submitted to WmsRDM in writing within ten (10) business days of receipt. Credit may be issued upon receipt and inspection of returned goods.

All sales are final. A minimum 15% restocking fee will apply to unauthorized returns. After receiving your RMA, please ship authorized returns to the following address:

WilliamsRDM
200 Greenleaf Street
Fort Worth, TX 76107
Phone: 817.872.1500

15. Minimum Advertised Price. WmsRDM maintains minimum advertised pricing ("MAP") for all products bearing the StoveTop FireStop trademark and logo ("MAP Products"), and an advertising and promotion policy based upon the MAP that prohibits advertising or promotion of MAP Products at prices below the applicable MAP. The terms of this unilateral policy are separate from this document, and can be requested for review.

16. Invalidity. In the event that any portion of these General Terms are invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of these General Terms, all of which shall be enforceable to the fullest extent permitted by law. Any provision that is invalid or unenforceable, as written, shall only be invalid or unenforceable to the minimum extent to allow the remaining portions of the provision to be enforced.

17. Amendments. WmsRDM reserves the right to supplement or amend these General Terms at any time.

18. Applicable law, jurisdiction and resolution of disputes. These General Terms shall be governed by and interpreted in accordance with the internal laws of the State of Texas, without regard to conflict of law principles, including, without limitation, the Uniform Commercial Code as adopted in the State of Texas.

Any dispute between Customer and WmsRDM with respect to the sale of goods or services by WmsRDM to Customer shall be heard in Tarrant County, Texas, the courts of which (both State and Federal) shall have exclusive jurisdiction and venue over such matters.

Any and all disputes arising between WmsRDM and Customer, which cannot be resolved through negotiation, or mediation, shall, at WmsRDM's option, be resolved through binding arbitration conducted in Fort Worth, Texas by the American Arbitration Association ("AAA") in accordance with the expedited commercial arbitration rules of the AAA then in effect.



DELLA WILLIAMS
PRESIDENT



CRAIG WALTERS
CORPORATE VICE PRESIDENT