

Trevarrow, Inc. Terms and Conditions of Sale

1) Terms of Payment

All merchandise is sold by Trevarrow, Inc. to Buyer FOB Buyers Dock. Alternate delivery arrangements may be made at an additional charge. The term "Net 30" shall mean that payment in full is due 30 days from the date of the invoice. Interest will be assessed on delinquent accounts at a rate of 1.5% per month. Buyer will also be responsible for all costs incurred in collecting delinquent accounts, including court costs and reasonable attorneys' fees.

2) Security Interest

By its acceptance of the merchandise, Buyer grants to Trevarrow, Inc. a continuing security interest in all of Buyer's inventory now owned or hereafter acquired of merchandise sold by the Buyer together with all proceeds (cash and non-cash) of the disposition of such inventory including all accounts receivable, contract rights, general intangibles, chattel paper, returned merchandise, notes and any other obligation for the payment of inventory which has been sold. Such security interest is given to secure payment of the purchase price stated on the invoice pertaining to this sale and any other obligations which are owed by Buyer. Upon failure of Buyer to pay any such obligation after maturity, Trevarrow, Inc. is hereby authorized to take possession and to dispose of any or all of the property covered by this security interest, and may exercise all rights and remedies of the secured party on default under the Michigan Uniform Commercial Code.

3) Taxes

All prices stated are exclusive of sales, use and excise taxes. All such taxes and any other taxes measured in whole or in part by gross receipts applicable to this transaction are to be borne by Buyer. If exemption is claimed by Buyer from any other foregoing, Buyer shall furnish satisfactory proof of such exemption.

4) Merchandise Returns

Each shipment shall be examined by Buyer immediately upon receipt thereof, and any claim for shortage or any other cause must be reported to Trevarrow, Inc. within 24 hours after such receipt. Buyer must request a return goods authorization from Trevarrow, Inc. Customer Service (customerservice@trevarrowinc.com) prior to returning purchases. Returned merchandise must be accompanied by original packing material and is subject to a 18% restocking charge. All claims shall be construed, interpreted and enforced in accordance with the laws of the State of Michigan. It is also agreed that venue in said action will be Oakland County, Michigan.

5) Price Lists and Catalogs

Trevarrow, Inc. Price Lists and Catalogs are produced and distributed electronically and hard copy, as a convenience to customers and remain the property of Trevarrow, Inc. Possession of Trevarrow, Inc. Price Lists and/or Catalogs does not bind Trevarrow, Inc. to sell to any person or company at prices or price categories shown on the Price Lists. All orders are subject to the prices in effect at time of shipment. Prices are subject to change without notice.