

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 in 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 an exemption is claimed by Buyer from any other foregoing, Buyer shall furnish satisfactory proof of such exemption.

4) **Price Lists and Catalogs**

Trevarrow, Inc. Price Lists and Catalogs are produced and distributed in an electronic and printed format as a convenience to customers and remain the property of Trevarrow, Inc. The possession of Trevarrow, Inc. Price Lists 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 pricing in effect at time of shipment. Prices are subject to change without notice.

5) **Return Policies**

Each shipment shall be examined by Buyer immediately upon receipt and must report any discrepancy per the included Standard, Inbound Freight Damage, or Concealed Freight Damage Policies.