

CAI Safety Systems, Inc.

Terms & Conditions of Sale and Use

1 DEFINITIONS

- a) "CAI Safety Systems, Inc.," "CAI Safety," "CAISS," "Seller," "we," and "our" refer to CAI Safety Systems, Inc. and/or its agents, employees, owners, representatives and/or any other individual with authority to act on its behalf.
- b) "Customer," "Recipient," "Buyer," "Purchaser," "User," "you," and "your" refer to the person or entity that purchases finished goods, custom systems and/or services from CAI Safety Systems, Inc. and/or their agents, employees, owners, representatives and/or any other individual acting on their behalf.
- c) "End User" refers to the person or entity that actually uses the product and/or receives the services and/or their agents, employees, owners, representatives and/or any other individual acting on their behalf.
- d) "Equipment," "Product," "System, and "Goods" refer to all finished goods purchased from and/or installed, designed, and/or engineered by CAI Safety Systems, Inc.
- e) "Manufacturer" refers to the person or entity that produced the finished goods and/or its agents, employees, owners, representatives and/or any other individual acting on its behalf.

2 CANCELLATION & REFUNDS

All cancelled orders, even if not shipped, are subject to a minimum \$100.00 or 10% cancellation fee, whichever amount is greater. If orders have been delivered, a minimum of 15% restocking fee will be charged to orders that are returned or exchanged.

Restocking may not be an option for custom orders.

3 RETURNS & EXCHANGES

Both Authorization and a Return Number must be issued by the factory on all returns.

Credit will not be issued for custom built items. Only unused, stock items with a purchase date of two (2) months or less will be considered for return.

Authorized returns will only be accepted for credit toward future purchases from CAISS, less a minimum 15% restocking charge or other handling charges, or costs. For returns, ensure return number is visibly marked on the exterior of all packages. Customer will be advised by CAISS for returns.

4 INSPECTION AND REJECTION OF NONCONFORMING GOODS

- a) Buyer shall inspect the Goods within two business days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in this Agreement; or (ii) product's label or packaging incorrectly identifies its contents
- b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to a location to be provided by Seller upon notification of Nonconforming Goods. If Seller exercises its option to replace Nonconforming

Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

5 ONLINE PAYMENTS vs MANUALLY PROCESSED PAYMENTS

Online Website Checkout

Mode of Payment	Applicable Country	Processing Fee
Credit card	USA only	2.9% (excl. tax)
	Canada only	3% (excl. tax)
Direct Bank Transfer / ACH (choose 'Direct Bank Transfer' at checkout)	USA & Canada only	\$0.00
Check Payment (choose 'Check Payments' at checkout)	USA & Canada only	\$0.00
Wire Transfer (International) (choose 'Direct Bank Transfer' at checkout)	Canada (if applicable) & All International Countries	\$0.00

Non-website Order OR Purchase Order (Manual Orders)

Mode of Payment	Applicable Country	Processing Fee
Credit card	USA & Canada only	Orders over \$500 – 5% Orders below \$500 – 10% (excl. tax)
Direct Bank Transfer / ACH	USA & Canada only	Orders over \$500 – 5% Orders below \$500 – 10% (excl. tax)
Check Payment	USA & Canada only	Orders over \$500 – 5% Orders below \$500 – 10% (excl. tax)
Wire Transfer (International)	Canada (if applicable) & All International Countries	Orders over \$500 – 5% Orders below \$500 – 10% (excl. tax)

!!! Please note that your order will not be processed until the funds have been cleared in our account!!!

6 FOR OUR TAX-EXEMPT CUSTOMERS

CAISS DOES NOT COLLECT SALES TAX if our customers have a tax exemption or if we have your exemption certificate on file. At Online Checkout, you are given the option to Add your Tax-Exempt Certificate. For returning customers who have already added their Tax-Exempt Certificate at checkout, will be able to Edit or Delete their certificate. Let us know prior to ordering that you are Tax Exempt.

SUBMITTING YOUR TAX-EXEMPT CERTIFICATE: When applying Tax Exempt Certificates with your order on our Online Store Checkout page, CAISS does not charge Sales Tax to our customers for that order. Once we receive your order after payment, we will request our customers to submit a copy of their Original Tax-Exempt Certificate to CAISS for verification and filing purposes. If a customer is not able to provide a copy of their Original Tax-Exempt Certificate to CAISS after the order has been placed, CAISS will charge the customer the required Sales Tax to process and complete their order.

7 FREIGHT POLICY

All prices are Freight on Buyer (F.O.B.) shipping point.

Freight pricing sent in proposals/quotes to customers are estimates only and valid for just one week from date of proposal and subject to change. If freight cost changes at time of shipping, we will request your approval for additional costs prior to shipping or provide you with an option to arrange your own shipping.

8 SALES TAX POLICY

IMPORTANT NOTICE: Even if we do not collect sales tax from you, you may owe sales tax on your purchase. Some US states requires purchasers to report and pay tax on all purchases that are not taxed at the time of sale. The tax may be reported and paid on your individual income tax return or by filing a consumer use tax return. For more information, please visit your state's department of revenue website.

CAISS COLLECTS SALES TAX in states where we have physical presence (or nexus), including California. Our online checkout portal automatically calculates Sales Tax based on the city, State, and Zip Code associated with the purchase. For all other orders, our staff will inform you about whether we are required to collect tax from you. California is a state in which we will always collect Sales Tax, unless you provide a Tax Exemption or Resale Certificate.

CAISS DOES NOT COLLECT SALES TAX in any state that is not required for CAISS to collect sales tax.

FOR CANADA & MEXICO CUSTOMERS ONLY: As the recipient of this order, the duties, taxes, port handling fees and other customs charges, which will not be included as part of your order, are the "SOLE" responsibility of the customer making the purchase.

MANUALLY PROCESSES ORDERS ONLY: Manual Orders are orders that are processed that have not been placed through our Online Webstore. In this case, CAISS does not collect Sales Tax from any state except for California. It is the duty of our customers to report their Sales Tax to their respective authority.

9 PRODUCT PRICING

Prices listed on this Website are valid for and at the time of order placement on the Website. All prices are subject to change without notice. In the event Seller changes its prices, the price of products ordered by Buyer but not yet shipped will be the price in effect on the date Seller received the order for them, except that if Seller agrees to delay the manufacture, production, or delivery of any products upon Buyer's instructions, the prices of such products will be those in effect when instructions are later received from Buyer to complete such manufacture, production, and delivery. Any additions to an outstanding order will be accepted only at prices in effect when the additional order is accepted. Prices do not include taxes or charges for shipping and handling. Discounted prices listed on the Website for promotional or clearance items are only valid for the items specified. Despite Seller's best efforts, a small number of the items may be

mispriced. If the correct price of an item sold by Seller is higher than the stated price, Seller will, at its discretion, either contact Buyer for instructions before shipping or cancel the order and notify Buyer of such cancellation.

10 PRODUCT USE & COMPLIANCE

IMPORTANT NOTICE: By purchasing a product(s) and/or custom systems from CAISS, the buyer agrees to use these product(s) in strict conformance to the manufacturer's instructions as well as OSHA and ANSI fall protection requirements. Any modifications or changes to the product are strictly forbidden without the written consent of CAISS. Failure to comply with this requirement may result in serious injury or death. If buyer has any questions on the proper use of the product, please contact CAISS for assistance at (951) 465-7386 or webstore@caisafety.com

As per OSHA regulations (29 CFR 1926.32(f)), it is a requirement that a Qualified Person be engaged for the design and installation of all active fall protection systems including fall arrest and fall restraint systems. By accepting our products and services, the client acknowledges and agrees to comply with this regulatory mandate. The Buyer understands that a Qualified Person possesses the requisite knowledge, training, and experience to ensure that fall protection systems meet OSHA standards. Our commitment to safety includes facilitating compliance with this requirement, contributing to a safer work environment.

11 COMPLIANCE WITH LAW

Buyer is in compliance with and shall comply with all applicable laws, regulations, manufacturers requirements, specific application conditions and ordinances. Buyer has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

The Purchaser of product intended for shipment outside the U.S. is responsible for compliance with all applicable U.S. laws, regulations, and export requirements. Purchaser is also responsible for compliance with any local laws or standards applicable to the import of CAISS products.

12 SHORTAGES OR ERRORS

Claims for shortages or errors in delivery must be made within ten (10) days after receipt of goods and all other claims must be made within one (1) year thereafter.

13 DAMAGED GOODS

From and after the delivery of goods covered, hereby to a common carrier, or other carrier specified by purchaser, all risk of damage to such goods shall be upon purchaser and the carrier. All damage claims shall be made to the carrier by purchaser; however, CAISS will assist insofar as practical in securing satisfactory adjustment of said claims.

14 GOVERNING LAW

California State Laws shall govern. Any legal action based on the purchase of goods, services and/or custom systems and/or the engineering, training, inspection, surveys, and installations by CAISS must be filed in a court of competent authority in California.

15 ANTI-CORRUPTION

Purchaser will not pay or transfer anything of value to any government official or employee to unlawfully or improperly sell CAISS products or services.

16 WARRANTY TO ENDUSER

- a) **PRODUCTS NOT MANUFACTURED BY CAISS.** Only the limited warranty provided by the Manufacturer applies. CAISS provides no additional warranty beyond the Manufacturer's limited warranty. No oral or written

information or advice given by CAISS, its distributors, directors, officers, agents, or employees shall create any different or additional warranties or in any way increase the scope of the Manufacturer's limited warranty. CAISS will not accept liability for defects that are the result of product abuse, misuse, alteration, or modification, or for defects that are due to a failure to install, maintain, or use the product in accordance with the manufacturer's instructions.

- b) **PRODUCTS MANUFACTURED, ENGINEERED, INSTALLED, AND/OR SERVICED BY CAISS.** CAISS warrants to the original end user ("End User") that its products are free from defects in materials and workmanship under normal use and service. **This warranty extends for the for one year from the date the product is purchased by the End User, in new and unused condition, from CAISS or a CAISS authorized distributor.** CAISS's entire liability to End User and End User's exclusive remedy under this warranty is limited to the repair or replacement in kind of any defective product within its lifetime (as CAISS in its sole discretion determines and deems appropriate). No oral or written information or advice given by CAISS, its distributors, directors, officers, agents, or employees shall create any different or additional warranties or in any way increase the scope of this warranty. CAISS will not accept liability for defects that are the result of product abuse, misuse, alteration, or modification, or for defects that are due to a failure to install, maintain, or use the product in accordance with the manufacturer's instructions.
1. THIS WARRANTY APPLIES ONLY TO THE END USER. THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO OUR PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED AND/OR THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. CAISS EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL NOT BE LIABLE FOR INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, REVENUES, OR PRODUCTIVITY, OR FOR BODILY INJURY OR DEATH OR LOSS OR DAMAGE TO PROPERTY, UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY.'
 2. CAISS shall not be liable for a breach of the warranty set forth in Section (a) unless: (i) Buyer gives written notice of the defect, reasonably described, to CAISS within **two business** days of the time when Buyer discovers or ought to have discovered the defect; (ii) CAISS is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to CAISS'S place of business at CAISS'S cost for the examination to take place there; and (iii) CAISS reasonably verifies Buyer's claim that the Goods are defective.
 3. CAISS shall not be liable for a breach of the warranty set forth in Section (a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow CAISS'S oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of CAISS.
- Subject to Section (2)I and Section (3)above, with respect to any such Goods during the Warranty Period, CAISS shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if CAISS so requests, Buyer shall, at CAISS'S expense, return such Goods to CAIS
4. THE REMEDIES SET FORTH IN SECTION (b)(4) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND CAISS'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION (b).
- c) CAISS EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL NOT BE LIABLE FOR INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, REVENUES, OR PRODUCTIVITY, OR FOR BODILY INJURY OR DEATH OR LOSS OR DAMAGE TO PROPERTY, UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY.

17 LIMITATION OF LIABILITY

- a) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY PURCHASE OF GOOD AND/OR SERVICES, INCLUDING BUT NOT LIMITED TO ENGINEERING, TRAINING, INSPECTIONS, SURVEYS

AND/OR INSTALLATION OF GOODS AND/OR BREACH OF THIS AGREEMENT, REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.
- c) This limitation of liability is a material basis for the parties' bargain and reflects the bargained-for allocation of risks between Seller and Buyer, without which Seller would not have agreed to provide the Products or services at the price charged.

18 INDEMNIFICATION

Buyer shall indemnify, defend, and hold harmless Seller and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers relating to/ arising out of or resulting from any claim of a third party arising out of or occurring in connection with the goods purchased from seller and/or services, including but not limited to training, engineering, surveys, design, inspection and/or installation of goods provided by Seller or Buyer's negligence, willful misconduct, or breach of this Agreement. Buyer shall not enter into any settlement without Indemnified Party's prior written consent.

19 FORCE MAJEURE

Seller will not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached these Terms, for any delay in delivery or failure to deliver due to any cause beyond Seller's reasonable control, including, without limitation: acts of God; any act of Buyer; embargo or other governmental act, regulation, or request; fire; accident; strike; slowdown; war; riot; civil unrest; terrorist threats or acts; flood; earthquake; epidemics; pandemics; delay in transportation; or inability to obtain necessary labor, materials, or manufacturing facilities at customary prices ("Force Majeure Event(s)"). In the event of any Force Majeure Event, Seller may extend the date of delivery for a period equal to or greater than the time lost by reason of the Force Majeure Event and will resume performance of its obligations as soon as reasonably practicable after the removal of the cause. Delay in delivery of any lot or installment will not relieve Buyer of Buyer's obligation to accept remaining deliveries.

20 APPLICABILITY

Above Terms and Conditions pertain to the products offered by CAISS USA, 1609 S Grove Ave, Ste 104, Ontario CA 91761-4542. CAISS products are designed to perform as a complete system. CAISS, therefore reserves the right to refuse orders for individual components not intended for use in the complete system.

21 ENTIRE CONTRACT

All orders for goods and or services are subject to written acceptance by CAISS. This acknowledgement and the purchase order of the purchaser constitute the entire agreement of purchase and sale between the parties. Should any of the terms and conditions of purchaser's order be in conflict with or in any way inconsistent with the terms and conditions herein, the same shall not be considered applicable to this agreement of purchase and sale. No waiver, alteration, or modification of any of the provisions herein shall be binding upon CAISS, unless in writing and signed by an executive of CAISS, at Ontario, California.

For the complete and updated privacy policy please go to this link <https://caisafety.com/cai-safety-systems-privacy-policy/>

CAISS collects personally identifiable information, such as your name, address, telephone number, or e-mail address, only if you provide this information to us voluntarily. The voluntary information we collect is used to complete transactions; ensure appropriate legal use of licensed CAISS product; provide notification to clients about updates to CAISS and our affiliates' product, and services; and help provide technical and product support to our users. Where appropriate, CAISS may pass this data to an CAISS affiliate or vendor whose product, and services are used to meet your needs or process transactions. Our affiliates and vendors are also committed to protecting personally identifiable information as described in their privacy statements/policies.

CAISS collects credit card information if a payment is made through our online Checkout payment portal by the customer or administrator. The credit card information is stored on our payment gateway administration server and is protected and secured from all persons, including employees working at CAISS. A credit card is only charged upon approval and consent from its rightful owner.

CAISS may also use your name, address, and e-mail to send you product updates/notifications/recall, inspection notices, marketing materials, and newsletters unless you notify us that you do not want to receive these materials. Occasionally, CAISS uses the services of bonded mailing houses that are authorized to use your personally identifiable data only for the benefit of CAISS and its affiliates.

While browsing the CAISS website, you may be able to access the websites of our affiliates and third parties through a hyperlink. CAISS assumes no responsibility for the privacy practices of third parties' websites and suggests you review the privacy statements/policies on such websites before sharing your personally identifiable data.

23 COLLECTION

Certain information, such as the Internet Protocol (IP) address of your computer, may be stored using "cookies" intended to speed access to CAISS information and services. A cookie is a small file that can be used to tell us when you visit our websites and track your browsing preferences. CAISS does not use cookies to store information such as credit card numbers, telephone numbers, or other information you provide. To maintain your privacy, you can disable your browser's ability to accept cookies.

CAISS website may require registration to gain access to special services, authorization codes, license keys, or other features. This information will be used to provide support and deliver specialized services.

CAISS may also collect personally identifiable information you provide when you order products, or services; enter contests; order newsletters; register for training; or make requests that require a direct response to you.

CAISS website uses third-party web analytics services that collect and aggregate web surfing data. These services may record your mouse clicks, mouse movements, scrolling activity, and any text you type on the website. The services do not collect personally identifiable information that you do not voluntarily enter in CAISS website and do not track your browsing habits across websites that do not use the services.

24 CHOICE

If you submit personal information, CAISS may contact you or send you marketing information about product or services. If you do not wish to receive this information, you may notify us by sending an email to info@caisafety.com as indicated below. Keep in mind, however, that you may not receive information on the product updates/notifications/recall, inspection notices or other valuable information because of your election to be removed from mailing lists.

Other than as described in this Privacy Policy, CAISS will not disclose or authorize others to disclose your personally identifiable information unless required to do so by law or in the good faith belief that such action is necessary to (1) conform to legal requirements or prevent fraud or imminent harm, (2) protect and defend the rights or property of CAISS, or (3) as part of a transfer of assets to a successor in interest.

Except as stated, CAISS does not rent, sell, or otherwise share personally identifiable information.

25 ACCESS

CAISS will permit you to access information about you in our database by contacting info@caisafety.com. If you believe any of the information is incorrect or needs updating, please advise us. We will correct our records upon verification of the requested change. If you no longer wish to receive e-mail or postal notifications about software, services, or special promotions, please let us know by sending an e-mail to us at info@caisafety.com and specifying that you do not want to receive these notifications. Please provide us with your exact name and address as well as a description of the publication or mail piece you received. We will use reasonable efforts to refrain from including you when sending marketing materials to CAISS clients by noting your election in our database.

26 SECURITY

CAISS will take reasonable and prudent precautions to ensure that your personally identifiable data is protected against unauthorized access, use, or disclosure.

27 ENFORCEMENT

If you believe for any reason that CAISS has not followed these principles, please contact us at info@caisafety.com, and CAISS will act promptly to investigate, correct as appropriate, and advise you of the correction. Please identify the issue as a Privacy Policy concern in your communication to CAISS.

28 POLICY MODIFICATIONS

We may change this Privacy Policy from time to time. If and/or when CAISS makes changes to this Privacy Policy, the updated version will be posted on this page. We encourage you to visit this page periodically.

29 COPYRIGHTS & TRADEMARKS

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30 DISCLAIMER

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31 WARRANTY AND LIMITATIONS OF LIABILITY

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32 MEDIA RELATIONS TERMS OF USE AND GUIDELINES

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