

TERMS AND CONDITIONS

APPLICABILITY Samson standard terms and conditions apply unless otherwise specified. All Purchase Order terms and conditions will be confirmed at receipt of order and will only apply upon formal PO acceptance.

PRICES

- > All prices are in U.S. dollars.
- > All prices are subject to change without notice. Invoice price will be the price in effect at the time of shipment.
- > Prices are maintained in our system to five decimal places, but shown herein rounded to two decimal places. Exact pricing will be reflected on Samson's quote or invoice.
- > All prices are shown per foot, except products sold in exact put-ups or packaged lengths which are shown per unit and products sold in various cut/bulk lengths which are shown per 100 feet.
- > Prices do not include sales tax, use tax, VAT, import or export duties, or similar charges, all of which shall be for customer's account.
- > Prices may not be all-inclusive. Other charges may apply.
- > All orders are subject to acceptance by our corporate headquarters in Ferndale, Washington USA.
- > Samson will honor freight quotes for sales orders under the following conditions. Air freight quotes are valid 10 days from issue date, and ocean freight quotes are valid 30 days from issue date. Any shipments departing beyond the freight quote expiration date are subject to adjustment based on most current rates. Freight quotes provided for sales opportunities will not be honored and must be re-quoted when sales order is received.

MINIMUM ORDER

- > **\$500.00 minimum order is required. Any order less than \$500.00 will be invoiced at \$500.00 (plus freight).**

SHIPMENT, DELIVERY AND RISK OF LOSS

Unless otherwise agreed by all parties, standard freight services are provided by Samson as specified:

- > All International shipments are FCA factory Incoterms 2010.
- > All shipments to the 50 US states and District of Columbia are FOB Origin per Section 2-401 of the UCC.
- > All orders will be shipped freight prepaid and add or freight collect.
- > Samson does not ship to post office boxes, APO's or FPO addresses.
- > Shipments requiring specialized transportation equipment, including but not limited to flat beds for less than truck load shipments, platforms, drop decks or low boys will result in additional freight charges to Buyer, and if Samson for any reason incurs those costs to ship the Product, Buyer agrees to refund all amounts paid.
- > Assessorial fees incurred as a result of lift gate, inside delivery, residential, redelivery, or any fee for non-standard delivery requirements will result in additional freight charges to Buyer. And if Samson incurs those costs to ship the Product for any reason, Buyer agrees to refund all amounts paid.
- > Risk of loss and damage for the Products sold hereunder shall pass to Buyer per designated Incoterms 2020. Any claims for shortages or damages suffered thereafter are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier.
- > Visible shortages or damages must be identified and signed for at the time of delivery. Samson will not reimburse or provide credit for visible damage or shortage if customer fails to notate exceptions on carrier paperwork at time of delivery of goods. Claims made for hidden damage must be filed upon discovery directly to the carrier.
- > While Samson will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Samson, all shipping dates are approximate and not guaranteed. Penalties for delay and other claims for compensation for damages without a special agreement are excluded.
- > Samson reserves the right to make partial shipments unless otherwise agreed by the Parties.
- > Samson, at its option, shall not be bound to tender delivery of any Products for which Buyer has not provided shipping instructions and other required information.
- > If Products are ready for shipment and Samson is arranging shipment and Buyer has not provided requisite shipping information at least two weeks prior to the Shipment Date, then (i) on the Shipment Date all risk of loss transfers to Buyer and Samson may invoice Buyer for the Products and (ii) at Samson's election, until Samson receives the requisite shipping information, Samson may store such Products at Buyer's risk and cost at Samson's facility or with a third party. If Products are ready for shipment and Customer is arranging shipping and the Products have not been

SHIPMENT, DELIVERY AND RISK OF LOSS (cont.)

picked up by the carrier by the Shipment Date, then (i) on the Shipment Date all risk of loss transfers to Buyer and Samson may invoice Buyer for the Products and (ii) at Samson's election, Samson may store such Products at Buyer's risk and cost at Samson's premises (at Samson's standard storage fees) or with a third party. Storage at Samson's facility shall be at Samson's standard storage fees. "Shipment Date" means the date set forth as the shipment date on Samson's order acknowledgment for the Products.

UPON APPROVAL OF CREDIT

Standard domestic and Canadian payment terms are 1% 20, Net 60 days from date of invoice. Standard international payment terms are Net 30 days from date of invoice.

ORDER CHANGES/CANCELLATIONS

All order changes and cancellations will be subject to reimbursement of any losses and/or expenses incurred by Samson. Change or cancellation requests (regardless of the method used to communicate the request to Samson) will not be effective until accepted by Samson in writing.

RETURNED GOODS

No returns will be accepted without written authorization from our corporate headquarters in Ferndale, Washington USA. Authorization of returns is in Samson's sole discretion and will be denied unless goods are in saleable condition, have been purchased within the preceding six months, and can be resold in the normal course of Samson's business. No returns are accepted on custom fabricated items and special order products. All returned goods are subject to a 20% handling charge and must be returned to Ferndale, Washington, Lafayette, Louisiana, or Barcelona, Spain as specified by Samson.

SPECIAL ORDER PRODUCTS

Products and sizes not included in this price list may be available on a special order basis. A fee will be applied to all special orders that do not meet minimum length requirements. Special orders are not eligible for return; all purchases are final. Please contact your customer service representative for pricing and availability information. Special orders are subject to approval of our corporate headquarters in Ferndale, Washington USA.

WARRANTY / LIMITATION OF LIABILITY

Samson warrants that all goods sold will be merchantable, as provided Section 2-314 of the Uniform Commercial Code, and free from manufacturing defects. SAMSON DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. SAMSON'S SOLE LIABILITY AND OBLIGATION FOR A BREACH OF THE FOREGOING WARRANTIES AND ON ANY OTHER CLAIM OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE SALE OF GOODS, THE PERFORMANCE OF GOODS OR THE USE OF GOODS IS LIMITED SOLELY AND EXCLUSIVELY TO REPLACE THE DEFECTIVE GOODS OR TO REFUND THE PURCHASE PRICE ACTUALLY PAID FOR THE DEFECTIVE GOODS, AS SAMSON ELECTS, AND NO OTHER RIGHT OR REMEDY WILL BE AVAILABLE TO CUSTOMER OR TO ANY PERSON OR ENTITY. UNDER NO CIRCUMSTANCES SHALL SAMSON BE LIABLE TO ANY PERSON OR ENTITY FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, (II) ANY FINES OR PENALTIES OF ANY KIND, OR (III) ANY LOSS OF PROFITS OR ANY OTHER ECONOMIC LOSS, WHETHER OR NOT FORESEEABLE. THE FOREGOING LIMITATIONS ON LIABILITY APPLY IRRESPECTIVE OF THE THEORY OF LIABILITY (WHETHER A CLAIM IS GROUNDED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), ANY THEORY OF STRICT LIABILITY OR ANY OTHER THEORY).

EXPORT COMPLIANCE

The purchase of Samson products is subject to all applicable U.S. export laws and regulations, including but not limited to laws and regulations relating to the product's destination, end user or use (collectively, the "Export Control Laws"). By purchasing Samson's products, customer represents that its purchase is in full compliance with all Export Control Laws and agrees that it will not, directly or indirectly, use, transfer, export, re-export, resell or otherwise dispose of any Samson product, whether in its original form or incorporated into other goods, except in full compliance with all Export Control Laws. To enable Samson to conduct export control reviews, customer shall promptly provide Samson with all information as Samson shall reasonably request pertaining to both the customer and the end user, and the ultimate destination and intended use of the products.