

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.

MINIMUM ORDER

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

SHIPPING TO THE U.S. AND CANADA

All shipments to the United States are FOB / Samson factory per Uniform Commercial Code. All shipments to Canada are per INCOTERMS 2010 CPT/ named place of destination, with responsibility for freight charges modified as detailed immediately below.

Single orders over \$3,000 include free freight via standard freight services selected by Samson as follows: if to one of the 48 contiguous United States or any bordering Canadian Province (Nova Scotia included), to destination; if to Alaska, Hawaii, or a U.S. territory, to the port of export selected by Samson; if to Newfoundland / Labrador or Prince Edward Island, to the Port of Halifax. Any special handling charges will also apply.

All orders with a net value of less than \$3,000 will be shipped freight prepaid and add or freight collect.

NOTE: Samson does not ship to post office boxes, APO's or FPO addresses.

INTERNATIONAL SHIPPING

A single international order over \$3,000 includes free freight via standard freight service selected by Samson to the U.S. port of export selected by Samson, per INCOTERMS 2010 FCA/U.S. Port of Export. Freight terms for international orders with a net value of less than \$3,000 are per INCOTERMS 2010 FCA/Samson factory.

TITLE; RISK OF LOSS

U.S. domestic shipments: Title and risk of loss transfers to customer upon Samson's delivery of the goods to the common carrier.

International shipments, including Canada: Risk of loss transfers to the customer per applicable INCOTERMS 2010, specified above. Transfer of title occurs upon payment for goods received, unless otherwise provided by mutual written agreement.

TRANSIT CLAIMS

Claims for loss, shortage or damage in transit must be made by customer against the carrier (except, in cases of single international orders over \$3,000, for the carriage from Samson factory to port of export). Missing and damaged products must be noted on the carrier's delivery receipt. Contact Samson customer service for assistance coordinating claims.

PAYMENT TERMS 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.

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 or Lafayette, Louisiana, 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. SELLER 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

Samson products are subject to all applicable U.S. export laws and regulations. By purchasing Samson's products, customer agrees that it will not 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 U.S. laws and regulations, including but not limited to laws and regulations relating to the product's destination, end user or use.