

FORM #TC150116USAEN

Barry USA Inc. Terms and Conditions of Sale

1. AGREEMENT

All purchase orders, order confirmations, order confirmation changes and/or quotations for the purchase of goods or services from Barry USA Inc. ("Barry") shall be governed by these terms and conditions (the "T&C"). Upon issuance of a Barry Order Confirmation, these T&C become a binding contract between Barry and you (the "Buyer") The Buyer expressly agrees to this T&C notwithstanding any conflicting terms in any proposal, quote, order confirmation, or other communication between Barry and Buyer, unless such conflicting terms are confirmed by Barry in writing.

2. RESERVATION OF OWNERSHIP

Title and ownership of the goods sold to the Buyer shall remain with Barry until the purchase price thereof has been paid in full. However, all risks and obligations relating to the possession and ownership of the goods shall be assumed by the Buyer as and from the delivery of the goods in accordance with Section 6 and the Buyer shall be liable for any loss or damage of the goods.

3. PRICES, SPECIAL ORDERS, RETURNS, EXCHANGES, CANCELLATION

Prices published in price lists, on the Barry website, quotes or any other publication may be modified at any time at the sole discretion of Barry. In the event that an error in pricing is due to a typographical error or error in pricing from a supplier, Barry shall have the right to refuse or cancel any order.

Special order items may be subject to minimum order quantities and/or set-up charges and cannot be returned once approved by Buyer.

A return authorization number must be issued by Barry on all returns. Credit will not be issued for custom built items. Only unused, stock items, in re-sellable condition, in original packaging, with a purchase date of one (1) month or less will be considered for credit toward future purchases from Barry, with a 25% restocking charge. All returns must be shipped to Barry freight prepaid.

An order placed by the Buyer and accepted by Barry cannot be cancelled by the Buyer without Barry's written consent. Order cancellations are subject to cancellation charges as deemed applicable by Barry to cover all costs and expenses incurred prior to the cancellation of the order.

4. ADDITIONAL COSTS AND TAXES

The prices quoted do not include broker's fees and any governmental taxes or other applicable taxes. All such additional costs and taxes shall be paid by the Buyer. International customs authorities or shipping companies, for customs clearance purposes, may require personal information such as social security number, EIN number, tax ID number, etc. Barry

shall not be liable for additional costs incurred by a refusal from the Buyer to provide such information, and these additional costs shall be paid by the Buyer.

5. PAYMENT AND CHANGES IN PAYMENT TERMS

Unless indicated otherwise in writing by Barry, the Buyer shall pay Barry in full at issuance of pro forma invoice or pro forma order confirmation. Late payment shall bear interest at the rate of 2% per month or 24% per year. Barry may modify these credit terms at any time and at its sole discretion. Should Barry believe in good faith that the Buyer's ability to make payments may be impaired, Barry shall have the right to cancel the order, in whole or in part. Under the circumstances, the Buyer shall remain liable for the payment of all goods already delivered.

6. SHIPPING TERMS

Barry shall make the goods available to the Buyer at Barry's loading dock situated at the location indicated by Barry and terms are FCA Barry USA Inc. (Incoterms 2010). All transport, handling, brokerage, insurance costs, taxes and duties and any other costs are not included in the price and are for the Buyer's account, unless otherwise agreed upon with Barry in writing.

7. FORCE MAJEURE

Barry shall not be responsible for its inability to complete the Buyer's order under the terms, conditions and prices as contracted when prevented from doing so by any cause beyond its control, including but not limited to, Acts of God, strikes, inability to obtain labor, fuel or raw materials and extraordinary cost escalations in material or services. Barry shall promptly notify the Buyer of any such inability to perform.

8. WARRANTY AND LIMITATION OF LIABILITY

Barry warrants that the goods supplied hereunder shall conform to the description stated on the Barry Order Confirmation, that it will convey good title thereto and that such goods shall be delivered free from any lawful security interest or lien or encumbrances. In addition, products made by Barry are warranted against factory defects in workmanship and material for a period of one (1) year from the date of original delivery. Barry's obligations under this warranty are limited to replacing (transportation costs at the Buyer's expense) or repairing, at its option, any products which under normal and proper use and maintenance are proved to be defective to Barry, in its sole discretion, within the warranty period.

This warranty is applicable to products made by Barry and/or under the Barry label or trademark. For products made by other manufacturers and sold by Barry, only the manufacturer's warranty shall apply.

This warranty does not cover those parts which normally wear out due to the general wear and tear of standard use, nor goods which are modified, altered, inadequately stored or kept, or parts removed without Barry's written approval

THE FOREGOING ARE BARRY'S SOLE WARRANTIES, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED AND DISCLAIMED TO THE FULL EXTENT PERMITTED BY LAW. THE MAXIMUM AMOUNT OF BARRY'S LIABILITY SHALL NOT EXCEED THE AMOUNT INVOICED BY BARRY FOR THE ACTUAL FAILED GOODS. IN NO EVENT, WHETHER AS A RESULT OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL BARRY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, PROFIT OR REVENUE.

Buyer shall be responsible for ensuring that the design, use and sale of the goods manufactured by Barry according to the Buyer specifications or products made to order by Barry for the Buyer, comply with all applicable laws including ensuring that they do not infringe on third party's intellectual property and obtaining all regulatory approvals when applicable.

Buyer understands and agrees that the use of the goods purchased from Barry (either made or distributed by Barry) may be dangerous to human safety, may result in injury or death and present a risk of damage to property if not used properly. It is the responsibility of the Buyer to ensure that combinations or compilations of products acquired from Barry are fit for purpose and appropriate for the intended use. Consequently, Buyer shall comply with all applicable rules and regulations and with all use specifications and other Barry requirements provided with the goods, on Barry's Website, in manuals, data sheets, on labels or packaging, and these T&C before making use of or allowing use by a third party.

The Buyer shall hold harmless, indemnify and defend Barry from and against any and all claims, loss, demands, damage, liability, expense, causes of action, suits or judgments (including costs, expenses and reasonable attorney fees incurred in connection therewith) for the death or injury to any person or for loss of or damage to property arising out of or in connection with the improper use of the goods caused by Buyer's negligence or omission and for any default hereunder. This provision shall survive the termination of this purchase.

9. CONFIDENTIAL INFORMATION

The Buyer shall not disclose, use or reproduce any non-public information that relates to the actual or anticipated business, research, or development of Barry, or to Barry's technical data, trade secrets, business information, or know-how, including but not limited to research, product plans, or other information regarding Barry's products or services and markets therefore (the "Confidential Information") obtained from Barry. The Buyer shall return all material containing Barry's

Confidential Information upon Barry's request. Unless otherwise agreed, the Buyer does not acquire any property rights in products designs, inventions, concepts, plans, drawings and documents which may have been made available to him. Barry shall also remain the exclusive owner of the intellectual property rights in connection to the goods or to any information the Buyer may have obtained from Barry. Any use of this intellectual property is forbidden except as authorized in writing by Barry.

10. NON-WAIVER

The waiver by Barry or of any of its rights under this contract in any one or more instances shall not constitute a waiver of any other rights hereunder or of such rights on any future occasion.

11. ASSIGNMENT

Buyer may not assign or transfer this T&C or any underlying purchase orders, or any of its rights or obligations under the T&C and underlying purchase orders, by operation of law or otherwise, without Barry's written consent. Any attempted or purported assignment or transfer will be void.

12. GOVERNING LAW

This contract shall be governed by and construed in accordance with the laws of the State of Delaware, including the Uniform Commercial Code as in effect in Delaware except as the provisions of such code are herein modified. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this agreement and is strictly excluded.

13. SEVERABILITY

Should any provision of this contract be or become illegal or unenforceable, in whole or in part, the remaining provisions in this contract shall nevertheless be valid, binding and enforceable in accordance with their terms, unless the whole purpose of the present contract is therefrom affected.

14. ENTIRE AGREEMENT

This contract shall be binding upon the parties and their successors and assignees, and constitutes the sole and exclusive agreement between the Buyer and Barry with respect to the matter contained herein and supersedes all prior representations and agreements. This contract may not be altered, amended, modified or rescinded except by a writing signed by the Buyer and Barry.