



SAFARI
BELTING

**Terms
and
Conditions
of Sale**

PARTIES; SALE DOCUMENTS; TERMS

The parties to this contract are Safari Belting Systems, Inc. ("Safari Belting") and the party identified in the Customer Name/ Bill To sections of the Safari Belting Sale Documents ("Purchaser"). The writings constituting this contract ("Sale Documents") consist exclusively of (a) the Safari Belting "Quote" or Proposal, (b) the Safari Belting "Sales Order" confirmation, (c) the Safari Belting Invoice, (d) the Safari Belting Terms and Conditions, and (e) Purchaser's purchase order or equivalent. The terms of this contract consist exclusively of the Safari Belting Terms and Conditions of Sale and any specific terms that appear on the Safari Belting Quote, Proposal or Sales Order confirmation.

MERGER/INTEGRATION

The Safari Belting General Terms and Conditions of Sale and any specific terms that appear on the Safari Belting Sales Quote, Proposal or Order Confirmation constitute the final written expression of all the terms of this contract of sale and are a complete and exclusive statement of those terms.

ACCEPTANCE

Acceptance by Purchaser of any Safari Belting offer, whether by purchase order or otherwise, occurs whether labeled as an acceptance and even though containing additions or alterations to, or deletions from, the terms of Safari Belting's offer. Acceptance of Safari Belting's offer is expressly limited to the terms of the offer, and Safari Belting objects to any additions, alterations or deletions contained in Purchaser's acceptance, whether the additions, alterations or deletions are material. Any acceptance by Safari Belting of any offer of Purchaser is expressly conditioned upon Purchaser's assent to any additions, alterations, or deletions from, the terms of its offer contained in Safari Belting's expression of acceptance.

DELIVERY

Unless otherwise specified, shipment of goods shall be FOB Kansas City within the United States. Risk of loss or damage to the goods shall pass to Purchaser upon shipment. Safari Belting shall have no shipment obligation without approval of this contract of sale by Safari Belting's Credit Department. Safari Belting shall not be liable for any loss or damage to the goods after shipment and Purchaser shall be liable to Safari Belting for the price regardless of any loss or damage after shipment.

PRICES & PAYMENT

The prices of the goods and services shall be as stated in the Sales Order confirmation. All prices shall be subject to change by Safari Belting to those in effect at time of shipment. Unless otherwise specified, payment shall be in United States funds, and all prices exclude sales, use, excise or other taxes or customs duties, which, if applicable, shall be the sole liability of, and shall be paid by Purchaser. Upon credit approval, payment terms shall be net thirty (30) days. Past due payments shall incur interest at 1.5% per month from their due date or the maximum permitted by law if a lesser amount. Purchaser shall be responsible for all reasonable collection fees and expenses (including attorney's fees) incurred by Safari Belting in the event of partial payment or non-payment by Purchaser.

RETURN POLICY

Purchaser shall not, in any case, return any goods without Safari Belting's prior written approval/Return Goods Authorization (RGA). All returned product must be in "Like New" condition in order to be eligible for credit. Custom (non-conforming) product is not eligible for return/credit unless specifically authorized, in writing, by a member of the Safari Belting management team. Shipping and handling charges are not refundable. Return shipping and handling charges are the responsibility of the Purchaser. To prevent damage during shipping, pack products securely in an external carton. Product damaged during shipment will not be accepted for

return/credit. Product stored improperly, including, but not limited to UV exposure, extreme temperatures, weather, soil, bacteria/pathogens will not be accepted for return/credit.

RESTOCKING FEE – A 35% RESTOCKING FEE WILL BE ASSESSED AGAINST ALL ACCEPTED RETURNS, UNLESS WRITTEN WAIVER IS ISSUED BY A MEMBER OF THE SAFARI BELTING MANAGEMENT TEAM.

IMPORTANT: AN RGA IS NOT A CREDIT AND CANNOT BE APPLIED AS A CREDIT TO YOUR ACCOUNT. A CREDIT MEMO WILL BE ISSUED UPON SAFARI BELTING'S ACCEPTANCE OF THE RETURNED GOODS. CREDIT MEMOS ARE VALID FOR 6 MONTHS FROM DATE OF ISSUE. NO EXCEPTIONS.

EXPEDITE POLICY

Safari Belting will provide expedited service, at NO CHARGE according to the following guidelines:

1. **EXPEDITED ORDER**
Any order for which the requested delivery date is sooner than the quoted lead time.
2. **SAME DAY SHIPPING**
Orders received after 1:00 pm CST are not eligible for same day shipping unless otherwise noted.
3. **"NO FAIL" DELIVERY DATE**
Customer must provide, in writing, the latest acceptable ("NO FAIL") delivery date for the order.
4. **SHIPPING METHOD**
Unless custom shipping arrangements have been preauthorized by Safari Belting, all expedited orders will ship PRE-PAY & ADD on Safari's account.
5. **AVAILABILITY OF EXPEDITE SERVICES**
Expedite services are available for in-stock items, only. Please contact customer service at (913) 254-7582 or info@safaribelting.com for availability.
6. **CREDIT-HOLD**
Any past due, freight charge(s) invoiced for expedite services will trigger a credit-hold on the account, and no orders will ship, until payment has been received.

LIMITED WARRANTY

Safari Belting warrants that: for 1 (one) year from date of shipment, it will repair or replace, at its sole option, and excepting normal wear and tear or abuse, any goods of its own manufacture found to be of faulty material(s) or defective workmanship. The improper application use or selection, of cleaning, sanitizing and/or other chemical cleaning agents that result in product damage or premature failure are expressly excluded from any warranty coverage. Safari Belting is not responsible for property damage and/or personal injury, direct or indirect for damages and/or failures caused by improper machine design, application, installation, operation abuse and/or misuse of its products.

Purchaser shall notify Safari Belting of any alleged breach of warranty within 30 days of the date that the alleged breach was or should have been discovered or be excluded from any remedy. In no case shall Purchaser return any goods under this limited warranty without Safari Belting's prior written approval/Return Goods Authorization (RGA) Except in the case of personal injury, this limited warranty extends only to the original Purchaser.

DISCLAIMER/EXCLUSION OF WARRANTIES

The limited warranty in clause 6 is in lieu of all other warranties, express or implied, including, but not limited to, any implied warranty of fitness or merchantability for a particular purpose. No other written or oral representations, statements, samples, models, descriptions, promises, affirmations of fact, or warranties made or shown by Safari Belting or an agent of Safari Belting prior to, contemporaneously with, or subsequent to the formation of this contract, or implied from any relevant usage of trade, course of dealing or course of performance between the parties, shall give rise to any express warranty, including any express warranty of merchantability or any express warranty of fitness for a particular purpose. THIS DISCLAIMER/EXCLUSION OF WARRANTIES HAS BEEN DRAWN TO PURCHASER'S ATTENTION AND SHALL NOT BE REGARDED AS AN UNEXPECTED OR UNBARGAINED-FOR TERM.

LIMITATION OF LIABILITY

Except for injury to the person, purchaser's or any other person's sole and exclusive remedy against Safari Belting for Safari Belting's liability of any kind with respect to the goods and services, or any other act or omission of safari belting, shall be limited to the remedy, at Safari Belting's option, of repair, replacement or reperformance of the services provided that if repair, replacement or reperformance become impracticable, then purchaser's sole and exclusive remedy shall be a return of either the full or a proportionate part of the price. Safari Belting shall under no circumstances be liable to purchaser or any other person for any other damages, including, but not limited to, any special, indirect, incidental, consequential (including loss of use, revenue or profit), or punitive damages, whether arising out of breach of warranty, breach of contract, strict liability, negligence or otherwise, even if Safari Belting was advised of the possibility of such damages.

Warning- Safari Belting products are made of plastic and can burn. If exposed to an open flame, or to temperatures above specifications, these products may decompose and emit toxic fumes. DO NOT EXPOSE SAFARI BELTING CONVEYOR BELTING OR COMPONENTS TO EXTREME TEMPERATURES OR OPEN FLAME.

Caution – Safari Belting does not warrant that the design and/or operational function of any machine that incorporates and/or intends to incorporate Safari Belting products, conform to any local, state and/or federal regulations and standards relating to public safety, worker safety, safety guards, sanitation safety, fire safety, or any other safety regulations. Prior to installing, aligning, cleaning, lubricating or performing maintenance on any Safari Belting conveyor belt, sprocket or system, ALL PURCHASERS AND USERS SHOULD CONSULT THEIR APPROPRIATE LOCAL, STATE AND FEDERAL SAFETY REGULATIONS AND STANDARDS.

NOTICE – BEFORE USE IN DIRECT FOOD CONTACT APPLICATIONS, FOLLOW GOOD MANUFACTURING PRACTICE AND INSPECT, THOROUGHLY CLEAN, AND SANITIZE BELTING ACCORDING TO YOUR STANDARD SANITARY OPERATING PROCEDURES.

INDEMNITY

Purchaser agrees, to the maximum extent permitted by law, to indemnify, defend, and hold harmless Safari Belting and its employees, agents, representatives, shareholders, directors, officers, members, managers, and insurers (collectively "Indemnitee"), against and from all alleged or actual liability, claims, demands, liens, and damages of any nature whatsoever (collectively "Claim"), for the death of or injury to any employee or agent of Safari Belting to the extent caused by or resulting from the negligence of Purchaser or any employee, agent or subcontractor of Purchaser.

GOVERNING LAW/ARBITRATION

This contract shall be governed by and construed in accordance with the laws of Kansas. Any dispute, controversy, or claim arising out of or relating to this contract of sale shall be resolved exclusively by binding arbitration conducted in the Kansas City metropolitan area and administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules