

**TERMS AND CONDITION OF SALE
AS OF MAY 1, 2025**

- 1. Limited Liability of CRI:** CRI and its authorized agents, distributors and representatives do not guarantee the performance of any CRI product in the customer's use from anything other than defects in workmanship and material as provided for herein. Proper use by the customer is necessary for the effectiveness of the product, as well as the safety of those using same. The user is solely responsible for determining the suitability of any CRI product for any intended use. The user assumes all risk and liability for use of any CRI product. User specifically acknowledges receipt of proper instructions regarding the use of the product in the original packaging and disclaims any consequential damages to person or property, damages for loss of use, lost time, loss of profit, lost income, loss of the CRI's product itself and/or other incidental or consequential damages other than as warranted by this limited warranty. User accepts the responsibility of removing from service any product that becomes worn out, unusable, unfit for intended use or defective in any way such as to make the product a potential safety hazard. CRI is unable to undertake such obligations or responsibilities on behalf of the user as the user is in sole possession and control of the product.
- 2. Use and Selection of Products:** Seller and its authorized agents, distributors and representatives do not guarantee the performance of any Product in the Buyer's use as the manufacturer is unable to assure proper use by Buyer. Proper use and installation by Buyer are necessary for the effectiveness of the Product, as well as the safety of those using the Products. The buyer is solely responsible for determining the suitability of any Product for its intended use and assumes all risk and liability for use of any Product. Buyer accepts the responsibility of understanding how to use Products correctly based on their industry standards and for removing from service any Product that becomes worn out, unusable, unfit for intended use or defective in any way such as to make the Product a potential safety hazard. Seller is unable to undertake such obligations or responsibilities **on** behalf of Buyer as Buyer is in sole possession and control of the Product.
- 3. Custom Products:** Buyer may order custom products ("Custom Product(s)") created to customer's specifications. Seller is not responsible for verifying or confirming the accuracy of specifications provided by Buyer to Seller for Custom Products. SELLER'S LIMITED WARRANTY TERMS INCLUDED IN THESE TERMS AND CONDITIONS DO NOT APPLY TO CUSTOM PRODUCTS. THE PRODUCT WARRANTY PROVIDED BY THE MANUFACTURER AND/OR SUPPLIER WILL BE BUYER'S SOLE REMEDY. All Custom Products are sold on a "FINAL SALE" basis only, and no cancellations, returns, refunds or credits are allowed.
- 4. Force Majeure:** Seller is not liable for failure to fulfill its obligations for any accepted purchase order or for delays in delivery due to causes beyond Seller's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources. If a force majeure event occurs, Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure event without subjecting Seller to any liability or penalty.

Seller may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Buyer.

5. **Technical Assistance or Advice:** If technical assistance or advice are offered or given to Buyer, such assistance or advice is given free of charge and only as an accommodation to Buyer. Seller shall not be held liable for the content or Buyer's use of such technical assistance or advice, nor shall any statement made by any of Seller's representatives in connection with the Products constitute a representation or warranty, express or implied.
6. **No Offset:** Any delivery not in dispute shall be paid for regardless of other disputes relating to other delivered or undelivered product orders.
7. **Intellectual Property:** Buyer shall have no right, title, or interest in the trade names, trademarks, trade dress, copyrights, patents, domain names, product names, catalogs or any other intellectual property rights of Seller, or any trademarks or service marks owned by suppliers to Seller. All materials contained on any website operated by Seller are subject to the ownership rights of Seller and its suppliers. Buyer shall have no right to copy or use any of the intellectual property of Seller or its suppliers without Seller's permission.
8. **General:** (a) The laws of the State of Ohio will exclusively govern any dispute between Seller and Buyer and any disputes arising here under will be venued in the State of Ohio; (b) Buyer may not assign this Agreement without the prior written consent of Seller. Seller or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successors and assigns, (c) Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses. (d) The relationship between Buyer and Seller shall be that of an independent contractor. If any of the provisions contained herein are deemed illegal or unenforceable, such determinations shall not affect the validity of the remaining terms and conditions and the remaining terms will continue in force and effect to the fullest extent permitted under applicable law. (e) Seller reserves the right to correct all typographical, computation or other errors in quotations. All inquiries may be sent to Turtle Plastics, 7400 Industrial Parkway Drive, Lorain, OH 44053.