

TERMS AND CONDITIONS OF SALE

1. Acceptance of Orders: All orders placed by Buyer are subject to acceptance by Roysons and its credit department. Each order placed by Buyer and accepted by Roysons is a sale subject to these Terms and Conditions and indicates Buyer's assent to these Terms and Conditions unless otherwise mutually agreed to in writing.
2. All ship dates are for informational purposes only. Roysons makes its best effort to meet these dates but does not guarantee them. Roysons will not assume freight charges for failure to meet ship dates. Roysons shall be excused from any failure to perform or delay in performance because of sabotage, fire, flood, labor disputes, strikes, riot, insurrection, war, act of governmental authority, priorities granted by request or for the benefit directly or indirectly of any government or agency thereof, shortage of raw materials, increases in prices of raw materials, act of God or any other causes beyond Roysons' control. In the case of such failure to perform or delay, Roysons may, at its option, extend its delivery time or cancel the order in whole or in part.
3. Each delivery of goods shall be conclusively deemed in accordance with the applicable sales contract unless: (a) within 30 days of the date of delivery of goods at destination Buyer notifies Roysons in writing of rejection; (b) Buyer's notice of rejection identifies goods rejected and specifies reasons for rejection; (c) Buyer gives Roysons an opportunity to inspect rejected goods; and (d) damage, if any, to container and breakage or loss in transit is noted on express freight bill or receiving ticket before goods are accepted from carrier.
4. Any and all samples and/or descriptions of Roysons' products are intended only as an approximation and/or example of our products' quality, appearance and/or characteristics. The quality, appearance and/or characteristics of the samples and/or descriptions may vary from the products ultimately sold, and Roysons does not intend to make any express warranties and/or affirmations of fact based upon any samples and/or descriptions.
5. Returns: All product returns must first be requested in writing and upon request shall be accepted or denied at the sole discretion of Roysons. Requests to return any product order, in whole or in part, must be approved by Roysons through the Roysons Return Material Authorization procedure regardless of the reason for the return. No orders with product that has been cut, processed or marked in any way will be accepted for return. Custom Orders will not be accepted for return. The definition of Custom Orders includes, but is not limited to: (a) custom colors; (b) custom weights; (c) microvented product; and (d) orders in excess of 550 linear yards. All approved product returns shall be shipped freight prepaid and must include the Return Material Authorization number on the shipping label. No returns will be authorized beyond 60 days from the date of the original product shipment. Authorized returns must be received no later than 30 days from the date of issuance of a Return Material

Authorization. Return Material Authorizations automatically expire 30 days from the date issued. A 25% restocking fee will be applied on all approved returns.

6. Cancellations: All order cancellations must first be requested in writing and upon request shall be accepted or denied at the sole discretion of Roysons. Requests to cancel an order, in whole or in part, must be approved by Roysons through the Roysons Order Cancellation procedure regardless of the reason for the cancellation. Custom Orders are not cancellable. The definition of Custom Orders includes, but is not limited to: (a) custom colors; (b) custom weights; (c) microvented product; and (d) orders in excess of 550 linear yards.
7. Applicable warranty provisions and/or protections may vary depending on the Buyer and/or the particular products purchased. All product warranties provided by Roysons are set forth in their entirety in paragraph 22 below, and are available at www.roysons.com. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY IMPLIED WARRANTIES CLAIMED TO ARISE OUT OF TRADE USAGE, CUSTOM AND/OR COURSE OF DEALING, WITH RESPECT TO ROYSONS' PRODUCTS EXCEPT AS SPECIFICALLY SET FORTH HEREIN.
8. IN NO EVENT WILL ROYSONS BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL AND/OR EXEMPLARY DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. The SOLE AND EXCLUSIVE REMEDIES OF BUYER AGAINST ROYSONS shall be, at Roysons' option, EITHER the return of any defective goods and the refund of the portion of the purchase price paid to Roysons and allocable to the defective goods OR the repair and replacement by Roysons of any non-conforming goods. IN NO EVENT SHALL ROYSONS' LIABILITY TO BUYER AND/OR ITS CUSTOMERS OR THIRD PARTIES FOR ANY REASON EXCEED THE PURCHASE PRICE PAID TO ROYSONS FOR THE GOODS AND/OR SERVICES, nor will a claim be allowed for goods after they have been used or for goods damaged from improper storage. Roysons shall not be liable for any working loss of raw materials provided to Roysons by Buyer.
9. Buyer shall be liable for demurrage charges at prevailing terms and rates for rolling stock or vehicles of Roysons held by Buyer. Bulk hopper car demurrage charges will be made on any car held by Buyer for longer than 7 days unloading time. Failure by Buyer to make any payment when due, or on request to give proper shipping instructions, or to accept any delivery at time stated or to comply with all terms of any other contract between Buyer and Roysons, shall give Roysons, in addition to all other available remedies, the right at its option to withhold or cancel any undelivered quantities of goods from the total quantity of goods to be furnished, whether under this or any other contract between Buyer

and Roysons. Roysons reserves title to all goods as security until payment has been received.

10. Buyer agrees to pay Roysons the amount which Roysons is required to pay on account of any excise, manufacturer's payroll, use sales, or other taxes or charges which may be established or levied by any governmental authority (domestic or foreign) upon goods sold or upon the materials used to manufacture goods.
11. Buyer represents and warrants that it owns or has the right to use any copyright rights, trademark rights, patent rights, inventorship rights, trade secret rights, personal rights, privacy rights, publicity rights or other intellectual property or proprietary rights embodied in, inherent in or related to any designs, drawings, patterns, artwork or other items or materials furnished by Buyer to Roysons for use by Roysons in connection with Roysons' design, development, creation, manufacture, production, distribution or sale of any goods for or on behalf of Buyer. Buyer further represents and warrants that the design, development, creation, manufacture, production, distribution, sale, advertisement or other exploitation of any such goods by Roysons, Buyer, or any other person or entity, does not and will not violate, infringe, misappropriate, breach or conflict with the contractual rights, copyright rights, trademark rights, patent rights, inventorship rights, trade secret rights, personal rights, privacy rights, publicity rights or other intellectual property or proprietary rights of any person or entity. Buyer shall indemnify, defend and hold harmless Roysons (including without limitation Roysons' officers, directors, employees, shareholders, agents and representatives) from and against any loss, cost, damage, injury, expense or liability (including without limitation monetary damages, injunctive relief, attorney's fees and court costs) suffered or incurred by Roysons arising out of or related to (i) any actual or alleged breach of any of Buyer's above representations or warranties, or (ii) any claim or allegation of any violation, infringement, misappropriation, breach or conflict with any contractual rights, copyright rights, trademark rights, patent rights, inventorship rights, trade secret rights, personal rights, privacy rights, publicity rights or other intellectual property or proprietary rights of any person or entity arising out of or related to Roysons' design, development, creation, manufacture, production, distribution or sale of any goods for or on behalf of Buyer.
12. Roysons may, at any time, curtail or suspend delivery of goods or require cash payments or security satisfactory to Roysons when, in Roysons' opinion, Buyer's financial condition or business condition warrants such action.
13. Delivery of ten percent more or less than the quantity specified shall constitute fulfillment of the order. Any excess, not exceeding ten percent, shall be taken and paid for by Buyer under the terms and conditions set forth herein, and the price allocable to any deficiency, but not in excess of ten percent, shall be credited to Buyer's account.

14. In the case of bulk shipment of goods, shipper's weights certified by weigh master shall be binding on Roysons and Buyer.
15. This contract is neither transferable nor assignable by Buyer and any attempt by Buyer to assign its rights or obligations under this contract shall be void.
16. No waiver of any of the conditions contained in this contract shall be binding unless in writing and signed by the party against whom enforcement of the waiver is sought, and a written waiver shall not be deemed to be a continuing waiver but shall apply solely to the instance to which the waiver is directed.
17. This agreement constitutes the entire contract of sale and purchase of goods. No change of this contract shall be effective unless in writing and signed by the party against whom enforcement thereof is sought.
18. The price appearing on the face may be increased by Roysons from time to time upon notice given by Roysons not later than 15 days prior to any shipment hereunder. Buyer will be obligated to accept delivery of and pay for the balance of the order at the increased price (subject to further increases as provided herein), unless Roysons receives written notice of Buyer's cancellation of the balance of the order not later than 10 days from the date of Roysons' letter or telegram notifying Buyer of the increased price. The terms and conditions of paragraph 6 above shall apply to cancellations requested under this paragraph.
19. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT OR ITS BREACH SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION SHALL TAKE PLACE IN MORRIS COUNTY, NEW JERSEY AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.
20. Indemnification: Buyer assumes all risk and liability for loss, damages or injuries to persons or to the property of Buyer, Buyer's customers or any other third parties arising out of the use or presence of the materials purchased hereunder. Buyer agrees to indemnify and hold harmless Roysons against any liability, damages, losses, costs, and expenses in connection with any suit or claim that is not expressly covered by the terms of Roysons' Limited and Exclusive Warranties as set forth in paragraph 22 below, including without limitation any and all claims for loss of use, loss of profits, damages or injuries to persons or property arising out of or relating to any use of materials purchased by the Buyer, Buyer's customers or any other third parties.
21. Any and all fire testing information provided by Roysons is intended for design comparison purposes only. Any numerical flame spread, smoke rating, and/or other test results provided are not intended, and should not be construed, to indicate hazards (if any) presented by the products or other materials under

actual fire conditions. The test results may not be representative of results obtained under other testing conditions, on other substrates or in applications using other adhesives. Test results are defined and limited by the applicable testing conditions. The results are presented for consideration in relation to the characteristics of other materials in developing an overall fire safety plan. Consult an architect or fire safety engineer for information on applicable building codes and reduction of fire hazards, including the use of sprinklers.

22. Warranties:

(a) **Roysons' Limited and Exclusive Warranty for Roysons' Proprietary Wallcovering Products**

Roysons Corporation ("Manufacturer") warrants that for a period of five years from the sale of its wallcovering products ("Products") that the Products shall be free of manufacturing defects, and that Products shall not separate from their backings, and/or exhibit stains caused by bleeding of impurities. Products should not support the growth of mildew when Products are properly installed on a sound wall following the recommended preparation and hanging procedures outlined in the installation instructions, and are adequately maintained and used under normal conditions.

Roysons' Limited and Exclusive Warranty is not assignable or transferable and extends only to purchasers who are the owners of products at the time of installation. The protections of this warranty apply only to Roysons' proprietary name brand products that have been sold by Roysons directly and/or an authorized Roysons dealer or retailer. This warranty does not apply to products that are purchased for resale and/or to third-party end users that purchase the products from a source other than Roysons and/or an authorized Roysons dealer or retailer.

This warranty does not cover and expressly excludes any damage, loss, cost, defect or deficiency arising out of or relating to: (a) accident, abuse, misuse or vandalism; (b) mold or mildew; (c) use of incompatible materials, accessories or supplies; (d) abnormal conditions of use, including use on walls subject to moisture infiltration or accumulation; (e) improper storage, handling, installation, or maintenance; (f) design, installation or construction defects and/or deficiencies of any kind or nature; (g) fire, flood or other acts, omissions, causes or events beyond Roysons' control; (h) wallcovering that has been altered by anyone other than Roysons; or (i) any other loss, cost, damage, defect or deficiency not within the scope of this limited and exclusive warranty.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ROYSONS WITH RESPECT TO THESE PRODUCTS. ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY

IMPLIED WARRANTIES CLAIMED TO ARISE FROM TRADE USAGE, CUSTOM OR COURSE OF DEALING. The SOLE AND EXCLUSIVE REMEDIES OF BUYER AGAINST ROYSONS shall be, at Roysons' option, either the return of any defective goods and the refund of the portion of the purchase price allocable to the defective goods OR the repair and replacement by Roysons of any non-conforming goods. IN NO EVENT SHALL ROYSONS' LIABILITY EXCEED THE PURCHASE PRICE AND/OR INVOICED VALUE OF THE GOODS, nor will a claim be allowed for goods after they have been used or for goods damaged from improper storage.

IN NO EVENT WILL ROYSONS BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE. THIS LIMITED AND EXCLUSIVE WARRANTY SHALL SUPERSEDE AND CONTROL ANY OTHER REPRESENTATIONS AND/OR WARRANTIES WITH RESPECT TO THESE PRODUCTS.

All claims under Roysons' Limited and Exclusive Warranty for Roysons' Proprietary Wallcovering Products must be submitted, in writing, to: Roysons Corporation, 40 Vanderhoof Avenue, Rockaway, New Jersey 07866, Attention: Director of Quality Control, within thirty (30) days after Buyer discovers and/or should have discovered the alleged defects. Roysons shall then be provided a reasonable opportunity to examine the allegedly nonconforming Products and verify any such defect before its use or further processing. **FAILURE OF BUYER TO COMPLY WITH THESE NOTICE PROVISIONS SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT THERETO.**

(b) Roysons' Limited and Exclusive Warranty for Products other than Proprietary Wallcovering Products

Roysons Corporation ("Manufacturer") warrants that for a period of five years from the sale of its products ("Products") that the Products shall conform to applicable standards.

This warranty is not assignable or transferable by Buyer and any attempt by Buyer to assign its rights or obligations under this warranty shall be void. The protections of this warranty apply only to Products other than Roysons' proprietary name brand Wallcovering products that have been sold by Roysons directly and/or to an authorized Roysons dealer or retailer. This warranty does not apply to products that are purchased for resale and/or to third-party end users that purchase the products from a source other than Roysons and/or an authorized Roysons dealer or retailer.

This warranty does not cover and expressly excludes any damage, loss, cost, defect or deficiency arising out of or relating to: (a) accident, abuse, misuse or vandalism; (b) mold or mildew; (c) use of incompatible materials, accessories or supplies; (d) abnormal conditions of use; (e) improper storage, handling,

installation, or maintenance; (f) design, installation or construction defects and/or deficiencies of any kind or nature; (g) fire, flood or other acts, omissions, causes or events beyond Roysons' control; (h) products that have been altered by anyone other than Roysons; or (i) any other loss, cost, damage, defect or deficiency not expressly within the scope of this warranty.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ROYSONS WITH RESPECT TO ALL PRODUCTS, EXCEPT ROYSONS' PROPRIETARY WALLCOVERING PRODUCTS WHICH ARE GOVERNED BY ROYSONS' LIMITED AND EXCLUSIVE WARRANTY FOR ROYSONS' PROPRIETARY WALLCOVERING PRODUCTS. ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES CLAIMED TO ARISE FROM TRADE USAGE, CUSTOM OR COURSE OF DEALING. The SOLE AND EXCLUSIVE REMEDIES OF BUYER AGAINST ROYSONS shall be, at Roysons' option, *either* the return of any defective goods and the refund of the portion of the purchase price paid to Roysons and allocable to the defective goods OR the repair and replacement by Roysons of any non-conforming goods. IN NO EVENT SHALL ROYSONS' LIABILITY TO BUYER AND/OR ITS CUSTOMERS OR THIRD PARTIES FOR ANY REASON EXCEED THE PURCHASE PRICE PAID TO ROYSONS FOR THE GOODS AND/OR THE SERVICES, nor will a claim be allowed for goods after they have been used or for goods damaged from improper storage. Roysons shall not be liable for any Working loss of raw materials provided to Roysons by Buyer.

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23. Compliance with U.S. Export Controls and Sanctions:

[Revised March 12, 2018](#)

Buyer acknowledges that the Products supplied are subject to U.S. export control and sanctions laws, including the Export Administration Regulations (“EAR,” 15 CFR 730 et seq.) and various regulations administered by the U.S. Office of Foreign Assets Control (31 CFR Parts 500-590). Buyer agrees that it will comply with U.S. export control and sanctions laws and that the Products will **not** be:

-) sold, shipped, transferred, transported or transshipped, directly or indirectly, by any means to: **Crimea, Cuba, Iran, North Korea or Syria;**
-) sold, exported, re-exported, or otherwise transferred to any party prohibited by the United States Government from receiving U.S. items (see Consolidated Screening List at https://build.export.gov/main/ect/eg_main_023148, and OFAC’s Revised Guidance on Entities Owned by Persons Whose Property and Interests in Property are Blocked (50% Rule, https://www.treasury.gov/resource-center/sanctions/Documents/licensing_guidance.pdf); or
-) sold, re-exported, or incorporated into products involving end users or end uses related to the design, development, delivery or production of nuclear, chemical or biological weapons, or missile technology. For further details, consult Part 744 of the Export Administration Regulations at <https://www.bis.doc.gov/index.php/documents/regulation-docs/418-part-744-control-policy-end-user-and-end-use-based/file>.