



TERMS AND CONDITIONS

Trade terms are offered to legitimate marine and industrial trading companies. Credit terms can be applied for at salesforce@bartonus.com. Credit terms are provided separately to each customer based on management reviews and company accounting practises. Terms will be stated up front to each account. Unless otherwise stated, credit terms are 30 days net. We reserve the right to revoke or alter credit terms at any time, specifically for delays in payment.

If no credit account exists, customers must pay us in cash or cleared funds (by transfer or check) in advance of shipment.

Minimum invoice requirements vary by account but unless historic agreements are in place, the minimum net order value must be \$20 minimum. Orders under the value of \$20 may incur a \$8.00 administrative fee.

Any inconsistencies found on Barton US invoices or in deliveries received from Barton US must be reported within 7 days to Barton US. Barton US must be notified within 7 days for items to be returned based on invoice or delivery discrepancies.

Barton US does not supply products on a 'sale or return' basis.

Barton US does not supply products for approval or return.

Any goods returned for reasons other than warrantee issues must receive the specific permission of the directors of the company. Barton staff members can seek permission from the directors on behalf of the customers. Any items returned must be new, in good shape and packaged as sent. Ideally, any agreed returns must take place within 14 days and credit will not be extended until the items are checked in fine condition. Any items modified, in disrepair or unpackaged, cannot be credited. No credit is provided without a copy of the original dated invoice and date supplied accompanying the shipment. Unless otherwise agreed, a 15% restocking, service and handling fee will be charged against the returned goods.

Barton US reserves the right to change prices and specifications at any time and will always attempt to provide 30 days' notice. When 30 days' notice is not possible, we regret that prices or specifications may still be altered to reflect increases that may be out of our control due to urgent and excessive raw material or handling costs. Barton US requires 30 days' notice from suppliers of any price changes.

Barton US warrantees that Barton Marine products will comply with the description provided and will be free of defects in workmanship. In the unlikely event of a production fault, Barton US requires a description of the fault be provided in writing with the returned item along with any circumstances denoting the failure. If a claim or complaint does occur, Barton US and Barton Marine's technical teams will review the matter, and if they concur that the fault is due to Barton processes, the product will be replaced. Barton Marine warrantees its individual products solely for the purposes defined for marine or industrial uses as communicated in Barton's published standards of safe working loads and lifts.

Barton US and Barton Marine products are not warranted for and cannot be used to lift or sustain living bodies.

Barton US and Barton Marine products stand on their own individual merit, but if used as part of a new design format or assembly, Barton US and Barton Marine accept no liability or responsibility for the use of the new constructed design. Designers and customers must self-test and self-certify their designs that incorporate any use of our Barton Marine products. Self-testing and certification by design engineers is paramount and Barton US and Barton Marine will not be held responsible or accept any accountability or liability for constructions using our products in an alternative or marginal manner.

Barton US transfers possession and responsibility of the goods to the customer when they leave our premises. However, for the purpose of securing payment, we reserve and retain title of product until the customer has paid all outstanding amounts owed to us, thus all goods remain our property until paid for in full. We have your permission to enter any premises where our goods may be stored to inspect them, use or sell them until you pay all debts owed to Barton US for the goods. So long as any amount due remains unpaid, the customer may only transfer title as our agent on the condition that the customer accepts fiduciary obligation to account to us for the proceeds.

If an order is cancelled, customers will be responsible for any specific stock that is purchased on their behalf or is left in stock to fulfil the order. Any cancellation request must be received by Barton US in writing and agreed by management.

Tax is payable in each state or district as is legally required.

In most circumstances, freight or shipping of orders is charged to the customer and prices quoted are ExWorks. Special shipping prices prevail for items longer than 2 meters or due to unusually large dimensions. Unless otherwise agreed, deliveries are made to account locations. Any request for drop shipments must be arranged prior to the ship date by mutual agreement of Barton US and the customer. Customers may provide their own courier accounts or shipping costs will be charged according to weight, dimensions, duties and destination. Any deviation on ExWorks freight considerations and costs must be agreed in advance with Barton US management.

Laws in the State of Virginia are applicable to any contract or provisions made under these terms and the courts of Virginia will preside.

All catalogue and promotional materials are to be treated as illustrative and informative only and do not form part of any contract between Barton US or Barton Marine and its customers. No contract will create any right enforceable by any person not identified as the authorized buyer or seller. Force majeure is applicable if we are unable to perform our obligations to customers because of circumstances beyond our control. Such circumstances include acts of God, accident, fire, flood, explosion, war, terrorism, strikes or unalterable raw material matters. Nothing in these terms affects or limits our liability for fraudulent misrepresentation.

Reviewed September 2020

Barton US LLC ~ 4304 Kecoughton Road ~ Hampton ~ Virginia 23669 ~ USA

Registered Address: LEGALINC CORPORATE SERVICES INC, 5830 E 2nd St Ste 8, Casper, WY 82609