

## DOMESTIC TERMS AND CONDITIONS OF SALE

These terms and conditions apply to all sales transactions within the United States of America. **NAVIGATOR NORTH AMERICA, INC.** is referred to herein as "Seller" and the purchasing entity is referred to herein as "Buyer."

1. **ACCEPTANCE OF ORDERS** – Any acceptance of Buyer's order by Seller is expressly made conditional on Buyer's assent to the terms contained herein and any different or additional terms proposed by Buyer are rejected unless expressly agreed to in writing. Orders are accepted only at Seller's office and Seller will issue an Order Acknowledgement evidencing Seller's acceptance of the order.
2. **PRICE** – The price for the product(s) shall be adjusted to Seller's published price or pricing in effect at time of shipment.
3. **DELIVERY** – Any delivery date provided by Seller is an estimate for delivery, not a guarantee, unless the Order Acknowledgement expressly provides otherwise. Title to the products and risk of loss shall pass to Buyer at the time of delivery at Buyer's location; provided that if Buyer collects any product from Seller's location, title and risk shall pass at the time of loading. Upon delivery, Buyer shall inspect the product included in the shipment. If Buyer claims any product shortage or damage, such claim must be stated on the delivery documents which are to be signed and dated by Buyer. Seller will not consider claims for errors, damages or shortages in shipments unless transmitted to Seller within ten (10) days of the date of shipment and accompanied by documents sufficient to substantiate the claim.
4. **TERMS OF PAYMENT** – Terms of payment shall be in accordance with Seller's invoice. If Seller's invoice contains a prompt payment discount, Buyer must deduct such discount amount from its timely payment of the invoice or be forever barred from claiming such discount.
5. **CANCELLATION** – Once accepted, orders are final and cannot be changed or canceled, except with Seller's consent and upon terms that will protect Seller against loss.
6. **WARRANTY** – Seller warrants to Buyer that the product(s) to be delivered hereunder will be free from defects in material, workmanship and title and will be of the kind and quality described in the Order Acknowledgement. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE).**  
Claims for defects in materials will not be considered unless made in writing within ninety (90) days of receipt of the product, and unless Buyer promptly discontinues use of such product. Product proving defective in the hands of Buyer, when used for purposes for which such product is intended, will be replaced or credit will be allowed for the price thereof at Seller's option.
7. **LIMITATION OF LIABILITY** – Seller's liability on any claim of any kind, whether based on negligence, warranty or otherwise, for any loss or damage arising out of, connected with, or resulting from this contract, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale or use of any product covered by or furnished pursuant to this document shall, in no case, exceed the price allocable to the material which gives rise to the claim. In no event shall Seller be liable for special, incidental or consequential

damages. Seller shall not be liable for delay or failure to perform due to causes beyond Seller's control.

8. **GOVERNING LAW; VENUE** – The laws of the State of Connecticut will govern this contract and the sales transaction to which it applies. The parties irrevocably consent to the exclusive jurisdiction of the federal and state courts of the State of Connecticut.
9. **COMPLIANCE WITH LAWS** – The parties shall comply with all applicable laws and regulations in connection with the purchase, sale and use of any products sold by Seller to Buyer.
10. **TAXES** – Any tax, duty, or other governmental charge now or hereafter levied upon the production, sale, use or shipment of products ordered or sold hereunder shall be for the Buyer's account. Such governmental levies are not covered in the Seller's price, unless expressly so stated.
11. **NON-WAIVER** – Seller's waiver of any of these Domestic Terms and Conditions of Sale in any instance shall be limited to that instance and shall not imply that Seller will waive such term on any future occasion.
12. **MODIFICATION OF TERMS AND CONDITIONS** – These Domestic Terms and Conditions of Sale may be amended by Seller at any time with or without notice. The most current version will be posted at <http://en.thenavigatorcompany.com/>.