



4557 Denrose Ct.  
Fort Collins, CO 80524  
970.235.2961  
[soulcomposites.com](http://soulcomposites.com)

## Terms and Conditions of Sale

### 1. General

All products and services offered for sale by Soul Composites, LLC ("Soul Composites") are sold subject to acceptance of the terms and conditions stated herein (the "Agreement"), unless a Distribution Agreement, Sales Agreement, Master Purchase Agreement or similar signed Agreement exists between Soul Composites and buyer, in which case the terms of that agreement take precedence over any similar terms contained herein and are incorporated herein by reference. Any order placed by buyer shall be deemed an acceptance of an offer to sell by Soul Composites under these terms and conditions, and any proposal by buyer, whether contained on buyer's purchase order or any document submitted by buyer, for additional or different terms, or any attempt by buyer to vary in any degree any of these terms and conditions is hereby objected to and rejected.

### 2. Prices, Taxes and Payment

Soul Composites reserves the right to change the prices and specification for its products at any time without notice. Product prices will be set out in a separate price list, which may be updated by Soul Composites from time to time and for the purpose of determining the price to be paid by buyer to Soul Composites in respect of an order. Any tax, duty, custom, or other fee of any nature imposed upon this transaction by any federal, state, or local government authority shall be paid by buyer in addition to the price quoted or invoiced. In the event Soul Composites is required to prepay any such tax, buyer will reimburse Soul Composites. Payment terms shall be net thirty (30) days from the date of delivery (with approved credit), without any right of set-off. In the event buyer's credit is not approved by Soul Composites, buyer shall pay for each purchase of product by prepaid wire transfer or such other terms as Soul Composites shall provide from time to time. Invoices not paid in full when due will incur interest at a rate of one and one-half percent (1.5%) per month finance charge assessed against the unpaid balance from the date of invoice until the date of payment. Soul Composites may also refuse to sell to any person or company until overdue accounts are paid in full.

### 3. Purchase Orders

Buyer shall order product via electronic or written purchase order to Soul Composites. Each purchase order shall specify the purchase order number, order date, buyer name and address, shipping method, shipping name and address, customer item number, Soul Composites item number, description of item, buyer requested delivery date, quantity, unit price, total item price, and total purchase order price. All orders must be placed in batch quantities, as stipulated by Soul Composites. Any orders not placed in specific batch quantities will be charged a per unit fee to satisfy batch quantity in full. Soul Composites may reject any such order in whole or in part, all in its sole discretion.



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### 4. Delivery and Shipment

Soul Composites will make every effort to ship the products or provide the services hereunder in accordance with the requested delivery date, provided that Soul Composites accepts no liability for any losses or for general, incidental, special or consequential damages arising out of delays in delivery. All requests for expedited delivery shall be subject to additional fees at the sole discretion of Soul Composites.

### 5. Risk and Title of Shipments

Risk of loss and title in any shipment of the products shall pass to buyer on an FOB (Incoterms 2010) basis (for shipments by vessel) or EXW (Incoterms 2010) Soul Composites's facilities. All shipment costs shall be paid by Buyer, and if prepaid by Soul Composites, the amount thereof shall be reimbursed to Soul Composites.

### 6. Compliance with Laws

Buyer shall be responsible for obtaining any necessary import licenses or permits necessary for entry of the product into the country of the shipping destination and for any and all customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with any importation of the product. Notwithstanding any other provision of this Agreement, Soul Composites shall not be required to honor any purchase order if such performance will or is likely to result in a breach of any law or obligation. Buyer shall comply with 1) all applicable laws, rules and regulations, including but not limited to the Export Administration Regulations (EAR), 2) all terms and conditions of this Agreement, and 3) appropriate ethical standards.

### 7. Inspection

Buyer shall be responsible for inspecting all products shipped hereunder prior to acceptance, provided that if buyer shall not have given Soul Composites written notice of rejection within 20 days following shipment to buyer, the products shall be deemed to have been accepted by buyer.

### 8. Disclaimer

The products shall be covered by the applicable Soul Composites Disclaimer; Limitation of Liability and Usage policy, issued from time to time by Soul Composites, as applicable to the relevant product. NO OTHER EXPRESS OR IMPLIED WARRANTY IS MADE WITH RESPECT TO THE PRODUCTS, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. FAILURE TO CLOSELY FOLLOW ALL WARNINGS AND INSTRUCTIONS WILL VOID ALL WARRANTIES, AND COULD LEAD TO PRODUCT FAILURE OR SERIOUS INJURY.

### 9. Returned Goods

Any request to return products will be governed by the applicable Soul Composites return policy, issued from time to time by Soul Composites. A Return Materials Authorization ("RMA") number must be obtained from Soul Composites, under the terms and conditions laid out in any return policy, prior to returning any product.



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### 10. Cancellation Prior to Shipmen

In the event buyer requests that an order for products or services which it has placed with Soul Composites be cancelled prior to shipment, and with which request Soul Composites agrees, buyer shall be liable to Soul Composites for all costs incurred by Soul Composites as a result of such cancellation, including but not limited to, cost of any finished goods or work in process and the raw materials thereof, cancellation costs to suppliers and unreimbursed advances on goods, if any, together with any specifically identifiable incidental and consequential expenses.

### 11. Resale

Buyer shall not make any statements as to the quality or manufacture of the product or make any promises or guarantees with reference to the product other than those expressly set forth in any promotional material supplied by Soul Composites or as otherwise approved by Soul Composites. Buyer agrees any use of Soul Composites's logos, trademarks or trade names must be expressly authorized in writing by Soul Composites prior to usage. If such authorization is given, buyer agrees to abide by all terms of Soul Composites's brand guidelines.

### 12. Governing Law

This Agreement shall be governed by the laws of the State of Colorado, U.S.A., without giving effect to any conflict of law provision that would cause the application of the laws of any other jurisdiction. Both parties disclaim the application of the UN Convention on Contracts for the International Sale of Goods. Disputes relating to this Agreement will be resolved exclusively in the relevant courts in Denver, Colorado, and the parties to this Agreement hereby expressly consent to service of process in any such court.

### 13. Limitation of Liability

In no event shall Soul Composites (including its affiliates, related companies and subsidiaries) be liable for anticipated or lost profits or for special, punitive, indirect, incidental, or consequential damages. Soul Composites's total liability for any claim of any kind whatsoever for loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach thereof shall in no case exceed the price allocable to the products or services which give rise to claim.

### 14. Confidentiality

"Confidential Information" as used in these terms shall mean any and all confidential or proprietary knowledge, data or information, in any form whatsoever, whether provided by either party prior to the execution of this Agreement or subsequently. During the course of business transactions and at all times thereafter, each party and its representatives will hold and maintain the other party's Confidential Information strictly confidential, and will protect the other party's confidential information from unauthorized disclosure or dissemination to, and use by, any third party without the prior written consent of the owner.



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### **15. Assignment**

Buyer shall not assign its rights or its obligations under this Agreement without the written consent of Soul Composites.

### **16. Force Majeure**

Soul Composites's performance shall be excused in the event of strikes, accidents, fires, unavailability of material and all other causes beyond the control of Soul Composites.

### **17. Indemnification**

Buyer agrees, at its own cost, to indemnify, defend and hold harmless Soul Composites, its affiliates, related companies and respective officers, directors, employees, and agents from and against all actions, proceedings, losses, damages, liabilities, claims, costs and expenses, including without limitation fines, penalties, legal and other professional fees and expenses, arising out of or resulting from acts or omissions or deemed acts or omissions of buyer, including without limitation the sale of product to buyer's customers.

### **18. General Provisions**

The failure of Soul Composites to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided herein, or to require at any time performance by buyer of any of the provisions herewith shall in no way be constructed to be a waiver of any such provision. This Agreement contains the complete and exclusive statement of the agreement between the parties in connection with the subject products and/or services and supersedes any previous understandings, communications, commitments or agreements, oral or written. With respect to the terms, conditions or performance of this Agreement the parties are independent contractors; neither is an agent or employee of the other or has any authority to assume or create any obligation or liability of any kind on behalf of the other. Any provision of this Agreement that is invalid or unenforceable under applicable laws with respect to a particular party or circumstance will be served from this Agreement with respect to such party or circumstance without invalidating the remainder of this Agreement or the application of such provision to other persons or circumstances. The headings used in this Agreement have no legal effect.