



Marketing Fine Kitchen, Bath and Outdoor Living Products Since 1980

PINNACLE EXPRESS, INC. TERMS & CONDITIONS

Orders: All orders and any subsequent change orders must be submitted in writing and delivered to Pinnacle Express, Inc. by mail, fax or e-mail. No telephone orders will be accepted. Special Order items are Non-Cancellable.

Prices: All prices are subject to change without notice and are exclusive of any sales or use taxes, shipping, delivery, special packaging, or handling charges that may apply to each customer or to each order.

Minimum Advertised Pricing: All sales are subject to Pinnacle Express, Inc. or Manufacturer minimum advertised prices. Failure to comply with minimum advertised prices will result in cancellation of any agreement and violators will not be entitled to purchase further products.

Minimum Sale Price: All sales are subject to Pinnacle Express, Inc. or Manufacturer minimum sale prices. Failure to comply with minimum sale prices will result in cancellation of any agreement and violators will not be entitled to purchase further products.

Freight and Handling: Pinnacle Express, Inc. reserves the right to ship products by its choice of carrier. All shipments are F.O.B. from place of shipment, and risk of loss shall pass to the Buyer upon delivery to the carrier at the point of shipment. Additional charges may apply for special handling and packaging.

Deliveries: Pinnacle Express, Inc. shall not be liable for failure to deliver or for delays in delivery or performance due to: (1) causes beyond its reasonable control; (2) acts of God, acts of Buyer, acts of civil or military authority, governmental allocations or controls, fires, strikes or other labor difficulties, riots or other civil disturbances, delays in its usual source of supply, delays in transportation; (3) any other commercial impracticability. In the event of such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

Claims: All claims for non-conforming delivery of Products must be made within twelve (12) days of receipt of shipment.

Damage or Loss: Any claim for damage or loss in shipment should be made to the carrier immediately by the customer. Products become the responsibility of the Buyer when accepted by the carrier in good condition from Pinnacle Express, Inc. and we are not able to process shipping damage claims.

Returns: Only Items marked in this Price List as "Stock Item" are subject to return. All other items are considered Special Order Items and are NOT RETURNABLE. No Products may be returned without a Pinnacle Express, Inc. Return Goods Authorization (RGA) Number issued prior to the return of Product. Any product returned without an RGA will be refused and returned to the sender. RGA's are valid for thirty (30) days only. All returns are subject to inspection before being approved for credit – products must be in salable condition to be considered for return or replacement. A 20% restocking charge will apply to all returns.

Payment: Unless otherwise noted, payment terms are Net Due on Receipt. Balances owed on invoices over 30 days old are subject to a 1.5% per month charge. Each shipment or delivery shall be deemed to have been sold under a separate and or independent contract and payment thereof shall be made in accordance with the terms of this agreement and of the invoice rendered by Pinnacle Express, Inc. Buyer agrees that title to the personal property described herein shall not vest in Buyer until paid in full. In the event of insolvency or the filing of bankruptcy by the Buyer, Buyer agrees to return all merchandise to Pinnacle Express, Inc.



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PINNACLE EXPRESS, INC. TERMS & CONDITIONS (CONTINUED)

Warranties: Products distributed by Pinnacle Express, Inc. are the products of reputable manufacturers sold under their respective brand or trade names. Pinnacle Express, Inc. shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty or customary practice, the repair or replacement of products that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the Buyer and the sole obligation of Pinnacle Express, Inc. Except as to Title, THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED, OR STATUTORY relating to the described products which shall extend beyond that described in this paragraph. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE SHALL APPLY.

Limitation of Liability: Pinnacle Express, Inc.'s liability on any claims for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of products hereunder, or its sale, resale, operation or use, whether based on warranty, contract, negligence or other grounds shall not exceed the price allowable for such products or parts thereof involved in the claim. Pinnacle Express, Inc. shall not, under any circumstances, be liable for any labor charges unless agreed upon in advance and in writing by Pinnacle Express, Inc. and the manufacturer of the products involved.

Pinnacle Express, Inc. shall not in any event be liable for special or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages. General: The possession of this Price List by anyone is not to be considered as an offer to sell any of the Products contained herein. This Price List supersedes all previous price lists or memorandums. Pinnacle Express, Inc.'s existing Trade Terms and Conditions remain in effect.

The above Terms and Conditions shall be a part of all Orders accepted by Pinnacle Express, Inc. and shall supersede any conflicting provisions of our customer's purchase orders. These terms and conditions are subject to change without notice.