



Terms & Conditions of Sale

By signing and approving the TREADX Order Confirmation, the signatory to this agreement (“Buyer”) consents the sale of all TREADX products and services referenced herein are governed and subject to the terms and conditions set forth herein (the “Agreement”), regardless of any other additional terms and conditions contained in any purchase order, confirmation, pre-printed materials, or any other document or communication sent by or received from Buyer. Buyer agrees that any failure to object to any such conflicting or additional terms or conditions shall not change or add to the terms of this agreement. Buyer agrees that the following Terms and Conditions govern the transaction between Buyer and TREADX (“Seller”):

Acknowledgment & Authorization

By authorizing the TREADX Order Confirmation, Buyer acknowledges that all information is correct with regards to the description of products and payment terms listed and subsequently authorizes TREADX to begin production of the products listed on the TREADX Order Confirmation. Buyer further acknowledges that TREADX is not responsible for any errors in the final product that is caused by incorrect information provided to TREADX by the Buyer (i.e. model, profile, dimensions, delivery information, etc.).

Orders

All TREADX (“Product”) orders are custom made and are non-cancelable and non-returnable (“NCNR”).

Prices

The prices stated in the Order Acknowledgement shall be firm for 15 days from the date listed, unless TREADX provides notice of change prior to acceptance. Prices include standard bulk pallet packaging. An additional charge may be made for special packaging done at Buyer’s request.

Payment Terms

Upon approval of credit, Buyer agrees that payment of the total invoice amount, without offset or deduction, is due to TREADX based on payment terms as stated on Order Confirmation and / or on Invoice. On any past due invoice, TREADX, may charge interest from the payment due date to the date of payment (at 1 1/2 % per month), plus reasonable attorney fees and collection costs. TREADX may change the terms of Buyer’s credit at any time and may apply payments to any of Buyer’s past due invoices.

Taxes

Any sales, use or excise taxes levied by any governmental authority on or applicable to products sold shall be separately stated, and added to the invoice, unless TREADX is provided with a valid sales, use, or excise tax exemption certificate by Buyer.

Delivery & Title

All title and risk of loss and damage passes to the Buyer when products are picked up by carrier (F.O.B – Free On Board) for delivery from manufacturing location. If applicable, actual shipping charges will be added to your invoice prior to shipping. Signature of receipt by your agent or employee constitutes full acceptance of all items stated on the bill of lading or electronic clipboard were received by Buyer in undamaged condition.

TREADX delivery dates are estimates only and TREADX is not liable for any delays in delivery. A delayed delivery of any part of an order does not entitle Buyer to cancel other deliveries.

Carrier Damages

Claims for damage to products that do not arise from defects in material or workmanship are the responsibility of the carrier. If the shipment arrives with visible exterior damage note the damage in writing on the carrier’s delivery receipt before you sign for the shipment and release the delivery driver.

Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TREADX MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO ANY OF THE PRODUCTS SOLD HEREUNDER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

Limitation of Remedies

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TREADX'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, WILL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER AND UNDER NO CIRCUMSTANCES WILL TREADX BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF TREADX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION UNDER THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

Indemnification

Buyer agrees to defend, indemnify and hold TREADX harmless from and against any and all claims, damages, costs and expenses (including, but not limited to, attorney's fees, expenses and court costs), arising from or relating to (i) Buyer's use of TREADX products and services, (ii) breach by Buyer of these Terms and Conditions, and (iii) Buyer's violation of any rights of any third party. TREADX has the sole right to select defense counsel and to direct the defense or settlement of any such claim or suit.

Assignment

These Terms and Conditions shall inure to the benefit of and shall be binding upon the heirs, successors, and assigns of the parties hereto and Buyer shall not assign its duties and obligations hereunder without TREADX's prior written consent.

Governing Law and Jurisdiction

These Terms and Conditions and transaction hereunder between Buyer and TREADX will be governed and construed in all respects by the laws of the State of Illinois, without regard to principles of conflict of laws. Buyer consents to the exclusive jurisdiction of the courts of Cook County, Illinois and the United States District Court for the Northern District of Illinois for any dispute, action or proceeding arising out of or related to these Terms and Conditions or the transaction hereunder between Buyer and TREADX.

Force Majeure

TREADX is excused for failure to perform its obligations under this agreement if it is prevented or delayed in performing those obligations by an event of force majeure. An event of force majeure means any event or circumstance, regardless of whether it was foreseeable, that was not caused by TREADX and prevents TREADX from complying with any of its obligations under this agreement. For purposes of example, such events of force majeure include, but is not limited to, acts of God, fires, floods, hurricane, explosions, riots, wars, acts of terrorism, epidemic, pandemic, health emergency, acts of any governmental authority, strikes and other labor difficulties, and other events or circumstances beyond the reasonable control of TREADX.

User Content

If Buyer or Buyer Representative(s) provides photos and/or testimonials to TREADX, Buyer authorizes TREADX to use such photos and testimonials for marketing purposes. Buyer represents and warrants that any content submitted to TREADX is original to it, that Buyer owns all applicable legal rights in such content, and that the content does not infringe upon the rights of any other person or entity, including individuals depicted within the content. Buyer certifies, represents and warrants that any individual depicted in any content submitted to TREADX has given permission to use his or her likeness for marketing of TREADX or Buyer has the authority to attest to this release on his or her behalf.

Miscellaneous

Should any provision of this Agreement be determined to be illegal, invalid or unenforceable, the remaining provisions shall not be affected by the illegal, invalid or unenforceable provision and the parties shall undertake to renegotiate, modify, amend or delete the said illegal, invalid or unenforceable provision in order to give the fullest effect to the terms of this Agreement. TREADX makes every effort to ensure the accuracy of pricing and product information, but in the event of an inaccuracy, TREADX shall have the right to cancel any orders placed for products listed at an incorrect price or containing other incorrect information. All prices and items are subject to change without notice.

Waiver

No waiver by TREADX of any breach of the terms and conditions hereof by Buyer shall be effective unless made in writing. Failure of TREADX to object to provisions contained in any purchase order or other communication from Buyer (including but not limited to penalty clauses) shall not be construed as acceptance of those provisions or as a waiver of these Terms and Conditions of Sale.

Modification

This Agreement constitutes the entire agreement of the parties with respect to the terms and conditions of sale and delivery. No modification of this Agreement shall be binding upon the parties unless in writing and signed by an authorized agent of TREADX and of Buyer.