

GENERAL

All sales by Borroughs, LLC ("Borroughs") shall be governed by any attached purchase order and these terms and conditions. The agreement between Borroughs and the buyer identified on the face of an order ("customer," "you" or "your") with respect to the sale of products described thereon shall consist only of that order and these terms and conditions. Borroughs objects to and shall not be bound by any additional or different terms in any subsequent communication from Customer to Borroughs. No action by Borroughs, including delivery of products or the commencement of work for Customer, will be deemed an acceptance by Borroughs of any purchase order from Customer with terms which are different than or additional to those contained in the attached order or these terms and conditions.

HOW TO ORDER

Orders may be placed by authorized Borroughs dealers.

Mail: Borroughs, LLC

Attn: Storage Products Order Entry

3002 N. Burdick Street

Kalamazoo, MI 49004-3483

Email: customerservice@borroughs.com

Storage Products: 800-748-0227 • Fax: 269-342-4161

(Orders Only) Fax: 800-375-1327

All orders must show quantity, catalog number, description, color and customer purchase order number. Borroughs does not assume responsibility for errors on orders not submitted in writing.

ACKNOWLEDGMENT

Borroughs will issue a written Order Acknowledgment for each order accepted. Estimated ship dates are stated on Acknowledgments. All orders are considered correct as acknowledged. **Order changes may affect estimated ship dates! Customer should review Acknowledgment promptly and notify Borroughs of any error.** Hard copy Acknowledgments will not be issued until all the engineering has been completed.

ORDER CHANGES / DELAYED SHIPMENT OR ORDER CANCELLATION BY CUSTOMER

Orders may not be canceled or modified within 2 weeks of the estimated ship date unless Customer pays a penalty as described below.

Order changes, requests for delayed shipments and cancellations by customer will generate a written acknowledgment from Borroughs. Such written acknowledgment may create a partial or full billing based upon any changes.

Order Changes - Borroughs will issue a new Order Acknowledgment for each change from the original purchase order. Order Acknowledgments will include a new estimated ship date. **Should the new estimated ship date cause shipment to be delayed beyond the end of a month, the Customer understands and agrees that they will be billed 50% of the amount of the purchase order.** Payment terms will be the same as stated herein.

CUSTOMER DELAY

Should the customer request a delay in the shipment of finished goods beyond the agreed ship date then Borroughs will be entitled to immediately invoice the Customer the full amount of the purchase order or any unpaid portion of the purchase order.

CUSTOMER CANCELLATION

Should the customer cancel an order in production, the customer understands and agrees that it will be responsible for paying 50% of the purchase order for standard products, and 100% of the purchase order if custom products or paint and/or special parts or materials have been purchased by Borroughs. In addition, customer shall be responsible for any related cancellation fees charged by Borroughs' vendors (with respect to buy-out products or otherwise).

SMALL / MINIMUM ORDER POLICY

Borroughs has a \$250.00 net, plus shipping costs, minimum charge for any order processed. SPECIAL MARKING AND PACKAGING Custom crating, marking, palletizing or export packing is subject to special pricing; and quotations must be made in advance of order placement. Contact Borroughs' Customer Service to determine exact charges.

SHIPMENT TERMS

All orders will be shipped F.O.B. shipping point. Shipments will be "best way" with freight charged prepaid and added to invoice. Freight quotes are estimates and subject to change at time of shipment. Special carrier or special delivery arrangements can be accommodated, but only if requested in writing as part of the order. Special packaging costs, such as pallets, will be customer's responsibility.

THIRD-PARTY SHIPMENTS / COLLECT SHIPMENTS / CUSTOMER PICKUP

Borroughs' Shipping Department will contact carrier that the customer has chosen or the customer directly and will set up date and time for carrier to pick up order. When the date and time is scheduled, carrier has 24 hours to pick up the order. Should the customer or customer's carrier not pick up the finished products within 24 hours of the appointment, customer understands and agrees that Borroughs will then ship "best way" with freight charged prepaid and added to the invoice.

PAYMENT TERMS

.5% -10 days; net 30 days. (Different terms may be applied outside continental U.S.). No cash discounts on freight, taxes or services. A .5% per month finance charge will be added to all unpaid balances after 30 days. Customer agrees to reimburse Borroughs for all costs (including, without limitation, attorneys' fees and court costs), incurred in the collection of any overdue amount. Whenever, in Borroughs' judgment, the financial condition of the customer does not justify the continuation of production or shipment on the specified terms of payment, Borroughs may require full or partial payment in advance.



COLOR UPCHARGE POLICY (see colors end of document)

Color Upcharge (non-standard colors) 13% of Net Price of Borroughs Products.

Custom color orders, if accepted by Borroughs, will be subject to manufacturing schedules and an upcharge (13% Net Price of Borroughs Products) based upon material, quantity, and color. Samples must be approved in writing before order is accepted for firm shipping date. Custom colors will extend the lead time to an additional 2 weeks to get samples sent and approved. Custom colors are not subject to cancellation or return and must be on one order and for one delivery location.

DAMAGED SHIPMENTS

Responsibility-Delivery to the carrier shall constitute delivery to the customer. Borroughs' liability ends upon delivery of products to the carrier. Goods are shipped at the customer's risk. All claims for product lost or damage in transit shall be made by the customer. If customer fails to give written notice of any damage or other nonconformity within five days of receipt, customer shall be deemed to have accepted the products.

Visible Damage - Should be noted on the freight bill and acknowledged by the driver's signature.

Concealed Damage - Notify the freight agent if concealed damage is found within 15 days of delivery. Request an inspection. An inspection by Borroughs (or its designee) is necessary prior to filing a claim.

RETURN SHIPMENTS

Return shipments may only occur within 60 days of original shipment, and only with prior written authorization from Borroughs. Authorized returns must be packaged properly using original cartons. They are to be shipped with freight prepaid by customer. All returns are subject to a 30% restocking charge for In Stock items. Custom product items and buy-out items (including custom colors) may not be returned. All returns are subject to any reconditioning charges determined necessary by Borroughs upon inspection of the returned goods.

PRICES

Prices in this price list supersede all previous prices and are in effect as of the date of this publication. Prices are subject to change without notice.

NOT OFFER TO SELL

Possession of this price list is not to be construed as an offer to sell the products listed. Borroughs reserves the right to discontinue any item in this list without notice. Borroughs reserves the right to change material and design specifications at any time, and without obligation to make corresponding changes in products manufactured previously.

TAXES

Any manufacturer's sales or excise tax, or any other tax or government charge now or hereafter levied upon the product or the sale, use or shipment thereof shall, at Borroughs' option, be charged to the customer.

WARRANTY

Borroughs extends to the original purchaser from the date of purchase a **limited lifetime warranty** for Borroughs' Automotive Workstations, Modular Drawer Cabinets, and Workbenches against manufacturing defects in material and workmanship.

For all other products Borroughs extends to the original purchaser from the date of purchase a **5-year limited warranty** against manufacturing defects in material and workmanship.

If a Borroughs product fails to perform because of a manufacturing defect, Borroughs will examine it. If found defective, it will be repaired or replaced at our option.

This warranty applies only to Borroughs products acquired directly from Borroughs or from Authorized Borroughs Dealers.

This warranty does not apply to any product which has been subject to misuse, negligence, or accident; has been damaged in shipment, storage, or installation; has been misapplied or has been modified or **repaired by unauthorized persons** or with non-standard Borroughs replacement parts. This warranty is exclusive, and exists in lieu of all other warranties, either expressed or implied. EXCEPT FOR THE EXPRESS WARRANTIES HEREIN, BORROUGHS MAKES NO OTHER WARRANTIES OR REPRESENTATIONS EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.

The remedies described above shall constitute the sole recourse of customer against Borroughs for breach of any of Borroughs' obligations under the purchase order and these terms and conditions. IN NO EVENT SHALL BORROUGHS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR DAMAGES ARISING FROM ANY DEFECT, FAILURE, NONCONFORMITY, OR MALFUNCTION OF THE GOODS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. IN ADDITION, IN NO EVENT SHALL BORROUGHS' LIABILITY ON ANY CLAIM FOR DAMAGES ARISING OUT OF OR CONNECTED WITH AN ORDER OR THE MANUFACTURE, SALE, DELIVERY, OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT PREVIOUSLY PAID BY CUSTOMER UNDER THE APPLICABLE ORDER.

This warranty gives you specific legal rights; you may also have other rights which may vary from state to state. Contact your Borroughs Selling Dealer, to obtain warranty service. You must make a written claim. Provide a copy of your purchase record and a written description of the warranty problem with your claim.

If you are unable to contact your Dealer, contact:

Borroughs, LLC
Customer Service Manager
3002 N Burdick Street
Kalamazoo, MI 49004
800-748-0227



MISCELLANEOUS

The purchase order and these terms and conditions shall be governed by and interpreted in accordance with the laws of the State of Michigan, exclusive of any conflict of laws principles. Borroughs will not be liable for any delay in delivery of products when the delay is caused directly or indirectly by fire, flood, disease, pandemic, quarantine, accident, riot, acts of God, war, terrorism, governmental interference, strikes or other labor, difficulties, shortage of labor, fuel, power, raw materials or supplies, transportation delays, or any other cause or causes whatsoever beyond its control. The purchase order and these terms and conditions, constitute the entire agreement of the parties with respect to the matters covered

thereby, and supersede all prior oral and written agreements or understandings relating to the subject matter hereof, including Customer's quotations, proposals, acknowledgments and other documents. No course of dealing, course of performance, usage of trade or other agreement or understanding that purports to amend, add to, omit, or waive terms and conditions from the purchase order or these terms and conditions shall be binding unless made in writing and signed by the Customer and Borroughs. The failure of Borroughs to insist on performance of any provision of the purchase order or these terms and conditions shall not be construed as a waiver of that provision in any later instances.

TERMS & CONDITIONS

Product	#065 Industrial Gray	#040 Black	#B504 Blue	#C386 Red	#445 White	#F604 Pebble	#161 Mist Gray
BOX EDGE PLUS® Shelving	Standard	Standard	Standard	Standard	Standard	Standard	Standard
HD Drawers	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Commercial Grade Shelving (RTA Clip Type)	Standard	N/A	N/A	N/A	N/A	N/A	N/A
RIVET-SPAN®	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Slotted Angle	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Shop Equipment	Standard	Standard	Standard	Standard	Standard	Standard	Standard

Note: Shelf Box Partitions are #445 White.

Custom Color Upcharge: Custom color orders, if accepted, will be subject to manufacturing schedules and an upcharge of (13% Net Price of Borroughs Products) based upon material, quantity, and color. Samples must be approved in writing before order is accepted for firm shipping date. Custom colors will extend the lead time an additional 2 weeks to get samples sent and approved. Custom colors are not subject to cancellation nor return and must be on one order and for one delivery location.