

Nassimi LLC Terms and Conditions

(Updated January 2020)

These Terms and Conditions govern all sales of products or services by Nassimi LLC and subsidiaries (referred to as "NASSIMI" in this document) to any purchaser of product (referred to as "CUSTOMER" in this document). In ordering, acceptance or payment for Nassimi products shall conclusively be deemed to constitute the customer's acceptance of these terms and conditions. Each shipment of product by Nassimi shall be deemed a separate transaction and does not obligate Nassimi to continue the sales of products to the customer. Nassimi may modify these terms and conditions at any time without notice provided that no such modification shall apply in respect of any order for products which has been accepted by Nassimi.

All goods sold are for resale purposes only. Nassimi sells to resellers and manufacturers only, and reserves the right to require a W9 and/or resale certificate.

The sale of Nassimi LLC products and services remains subject to all governmental laws, ordinances, rules and regulations of the applicable jurisdiction, and additional terms, covenants, conditions and restrictions, express or implied, as may apply with respect to any product order accepted by Nassimi.

1. Pricing:

- 1.1. All prices are quoted by the yard in U.S. Dollars and are on an FOB Nassimi warehouse basis unless otherwise specified. Prices do not include taxes, tariff surcharges or any other charges.
- 1.2. Prices are subject to change at any time.
- 1.3. Nassimi reserves the right to correct pricing on customer purchase orders due to inaccurate or incomplete information, clerical mistakes or other causes.

2. Terms of Payment:

- 2.1. All terms of payment shall be set by Nassimi. Standard Terms of Payment are Net 30 days from date of invoice, subject to credit approval.
- 2.2. Customer shall make all payments in U.S. currency only and in full, without any discount or deduction unless prior written approval is given.
- 2.3. Transportation costs and other line item charges are excluded from any discount calculation.
- 2.4. Credit card payments are subject to a 2% transaction fee unless used for prepayment purposes.

NASSIMI

3. Shipping/Delivery:

- 3.1. If the customer requests that Nassimi arrange shipping, such arrangements shall be at the customer's sole risk and expense. Customer is responsible for any additional transportation costs that are charged to Nassimi subsequent to its invoice, including but not limited to any delivery delay, reclassification or fuel surcharges.
- 3.2. Nassimi will use all reasonable efforts to make shipments on the date promised or agreed to but is not responsible for any unforeseen delays.
- 3.3. All products will be packed for shipment in accordance with Nassimi standard practices.
- 3.4. All products shall be deemed to be delivered and risk of loss shall pass to the customer at the time that the product is loaded onto a transportation carrier's vehicle.
- 3.5. All claims by the customer for damage, loss or delays in transit shall be made by the customer against the carrier. Nassimi shall have no responsibility with respect to restitution for such damage, loss or delay.
- 3.6. Customer assumes the risk of loss with respect to any shipment, whether or not such shipment is insured.

4. Order Acceptance:

- 4.1. It is the customer's responsibility to carefully inspect all deliveries of products upon receipt and report to Nassimi any alleged error, shortage, defect or nonconformity of such products.
- 4.2. Customer waives any claims or right to revoke acceptance if they fail to so inspect and report within 10 days of receipt of merchandise.

5. Order Cancellation:

- 5.1. Any order for 300 yards or more of an item, cancelled more than 3 business days after receipt of the purchase order, and before goods ship out, may be subject to a 5% cancellation fee.
- 5.2. Orders for custom products may not be cancelled once production has been initiated, and may not be returned.
- 5.3. For any customer on credit hold, orders older than three weeks will be cancelled.

6. Returns:

- 6.1. Products may not be returned without a Return Authorization (RA) number from Nassimi Customer Service.
- 6.2. No claims for visible defects will be accepted after merchandise is cut.
- 6.3. All returns are subject to approval and subject to a 15% restocking fee. Outbound and inbound freight costs are the responsibility of the customer.

7. Special Handling/Drop Shipments:

- 7.1. As an accommodation, Nassimi can drop ship to a third party.
- 7.2. If a drop shipment is required, the following guidelines and fees apply:
 - 7.2.1. A \$20.00 drop shipment charge will be added to each invoice.
 - 7.2.2. Drop Shipment quantities must be in standard roll yardage increments.
 - 7.2.3. Cuttings for approval (CFAs) are not available.

NASSIMI

8. International Drop Shipment Orders:

- 8.1. All international orders must be clearly marked and accompanied by all appropriate contact and ship to information.
- 8.2. Orders shipping directly from the mill to an international destination must be accompanied by destination address and appropriate contact information (either at location or from customer assigned trading company) that will direct shipment accordingly.
- 8.3. A drop shipment form must be filled out by the customer prior to completion of production.

9. Product Holds:

- 9.1. Nassimi will provide product holds for established customers as an accommodation according the following guidelines:
 - 9.1.1. Holds are for a maximum of two business days and will be removed without notification.
 - 9.1.2. Holds will be for standard roll sizes only.
- 9.2. Nassimi reserves to right to cancel or deny a product hold if it may have an effect on Nassimi service levels.

10. Blanket Orders:

- 10.1. All blanket orders must be based on a purchase order with defined quantities. All products must ship within 120 days from date goods are available in stock. If residual product from the blanket order remains after this period Nassimi will ship and bill for the remaining quantity.
- 10.2. Blanket orders cannot be cancelled.