

## **Product Selection and Suitability**

Many states and localities have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring areas. While Cardinal Fastener (a division of Fastenal Company) attempts to assure that its Products ("Product") comply with such codes, it cannot guarantee compliance, and cannot be responsible for how the Product is installed or used. As these Products are dynamic and versatile, Cardinal Fastener shall not be responsible for how Products are used or installed and the Product's conformance to local or regional codes or regulations. Review the Product materials and application, and relevant code, regulations or ordinances, to be certain that the Product, its installation, and use will satisfy these requirements. In no event will Cardinal Fastener be responsible for any loss or damage arising out of Purchaser's improper selection, misapplication or misuse of a Product.

## **Limited Warranty and Exclusive Remedy**

Cardinal Fastener warrants, for a period of one (1) year after delivery, that all Products delivered to you ("Purchaser") hereunder shall be free from defects in material or workmanship and in conformity with the applicable specification. Purchaser shall inspect Products within a reasonable time after receipt, and shall promptly notify Cardinal Fastener of any claimed defect or nonconformity. Any Products determined to be defective in material or workmanship must be returned, with an invoice and/or control number to a Fastenal Company branch or authorized location, shipping costs to be prepaid by Purchaser. Cardinal Fastener will repair or replace, at its discretion, without charge to the Purchaser, unless prevented by conditions not subject to Cardinal Fastener's control. This warranty only applies to the Purchaser and shall not be applicable in the event of the misapplication or misuse of the Product by Purchaser. The foregoing shall be the sole and exclusive remedy of the Purchaser under this limited warranty. Cardinal Fastener makes no warranties to those defined as consumers in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act.

## **Disclaimer**

THE FOREGOING WARRANTIES ARE IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AND CARDINAL FASTENER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CARDINAL FASTENER DISCLAIMS ANY LIABILITY FOR PRODUCT DEFECT CLAIMS THAT ARE DUE TO THE MISUSE, IMPROPER SELECTION OR MISAPPLICATION OF THE PRODUCT.

## **Limitation of Liability**

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CARDINAL FASTENERS LIABILITY FOR PURCHASER'S DIRECT DAMAGES EXCEED THE PURCHASE PRICE OF THE PRODUCT.

### **Cancellation and Returns**

Cardinal Fastener must approve cancellation of any order prior to shipment. Orders for Special or Non-standard Products (not offered in a Cardinal Fastener or Fastenal catalog) may not be cancelled or returned. Any returns for shipping errors, damage or loss upon delivery must be reported within 10 days of the delivery date. All returns should be made to a Fastenal branch or as otherwise designated by Cardinal Fastener, and must be in resalable condition and accompanied with an Invoice.

### **Published Product Information**

Cardinal Fastener reasonably attempts to maintain up-to-date and accurate pricing, availability and usage information about the Products contained in its catalogs or website. However, this information is subject to change at any time. Cardinal Fastener reserves the right to revise catalog or website information at any time, without notice, and Cardinal Fastener will not be responsible for any pricing errors contained therein. CARDINAL FASTENER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN ITS CATALOGS OR ON ITS WEBSITE.

### **Force Majeure**

Cardinal Fastener will not be liable or held responsible for any delays or losses resulting, directly or indirectly from Acts of God, severe weather conditions, labor disputes, governmental actions, inability to obtain permits, licenses, raw materials or shipments of Product, war, riots, shortages and any other circumstances or causes beyond our reasonable control.

### **Governing Law**

These Terms of Purchase shall be construed, interpreted and performed according to the laws, excluding conflict of law rules, of the State of Minnesota, United States of America. Any legal action must be filed and commenced within one year after it arises. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent nonperformance of any such term or condition by the other party. The Uniform Commercial Code as adopted by the State of Minnesota will be applied, without application of any similar state or international law or treaty.

### **Miscellaneous**

The relationship between Cardinal Fastener and Purchaser shall be that of an independent contractor. If any of the provisions contained herein are deemed illegal or unenforceable, such determinations shall not affect the validity of the remaining terms and conditions and the remaining terms will continue in force and effect to the fullest extent permitted under applicable law. Purchaser shall not assign any order or interest therein to another party, without the written consent of Cardinal Fastener.

## **Dispute Resolution**

The parties shall exercise their best efforts to resolve by negotiation any and all disputes, controversies or differences arising out of or relating to this Agreement. All disputes, controversies or differences between the parties that are not settled by negotiation shall be decided in accordance with the Commercial Rules of the American Arbitration Association and judgment will be entered on the award. The arbitrator will be bound by the express terms of this Agreement. The site of arbitration will be a mutually agreeable location in the State of Minnesota and the arbitrator(s) will be bound by the applicable laws of the State of Minnesota.

## **Sales Tax**

Applicable state and local tax will be charged on orders, unless Purchaser provides Cardinal Fastener or Fastenal with an exemption certificate. Note your tax-exempt status when ordering.

## **Freight**

Unless otherwise stated with the order, Purchaser will pre-pay for any freight costs associated with the delivery of Product to its destination. Any extra or additional charges or services rendered in transit or at the destination will be the responsibility of Purchaser. Title and risk of loss will pass to Purchaser upon delivery to the common carrier or Purchaser's designated location.

## **Purchaser Representations**

Purchaser acknowledges that it is not an agent of Cardinal Fastener and agrees to comply with the applicable provisions of the Foreign Corrupt Practices Act. Purchaser warrants and covenants that it has not offered, agreed to pay or paid, either directly or indirectly, anything of value to a foreign official (defined under the Foreign Corrupt Practices Act), a foreign political party or party official, including a candidate, in connection with the purchase and resale of the Product. Also, Purchaser represents and warrants that it is not on, or associated with any organization on the United States Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or the United States Department of the Treasury's Office of Foreign Assets Control lists, Specially Designated Nationals, Specially Designated Global Terrorists, Specially Designated Narcotics Traffickers, Specially Designated Narcotic Traffickers-Kingpin, or Specially Designated Terrorists List; or the United States Department of State's Designated Foreign Terrorist Organizations, Embargoed Countries list, or Debarred Persons List; or is subject to a denial order issued by the United States Department of Commerce.

## **International Shipments (Outside United States)**

If Purchaser intends to export the Product, Purchaser represents that it is purchasing the Products to be exported from the United States and importing them to the country specified in the purchase order. Purchaser agrees that the Products will be shipped to that destination in compliance with the laws of such country. No re-export or diversion will occur. Purchaser will be responsible for obtaining and paying for all licenses, permits or similar governmental authorizations necessary for the exportation

and importation of the Product. All costs associated with exportation and importation of the Product, including the selection and use of freight forwarders, will be the sole responsibility of Purchaser. At the time of Order, Purchaser agrees to inform Fastenal of any NAFTA or other certificates of origin or other special documentation, packaging or product marking or labeling, but Cardinal Fastener shall not be responsible for providing any such documentation, packaging, marking or labeling, unless expressly agreed by Cardinal Fastener.

### **Complete Agreement**

These Terms of Purchase and invoices constitute the exclusive and complete Agreement between Cardinal Fastener and Purchaser.