

ASHWORTH BROS., INC.
U.S. STANDARD TERMS OF SALE

1. Price. The price is as shown on Seller's invoice.
2. Taxes. Prices are exclusive of all taxes on the sale, license or use of the products and services. The Buyer will be responsible for all taxes except those based on the Seller's net income.
3. Delivery. The products will be delivered F.O.B. (Ex-works for international shipments) Seller's plants. Buyer will be responsible for transportation charges, and for insurance, if applicable, based on amounts billed Seller in connection with shipment. Transportation charges will be based on amount billed Seller by carrier, without reduction for volume discounts, incentives or rebates, if any, provided to Seller by the carrier.
4. Delays. The Seller shall be excused for any delay in performance, delivery or shipment when such delay directly or indirectly results from an act of God, war, riot, embargoes, acts of civil or military authorities, fires, accidents, strikes, delays in transportation, shortage of fuel, labor or materials, or any cause beyond the reasonable control of the Seller.
5. Products. All products shall be furnished subject to the standard manufacturing and commercial variations and practices of the Seller.
6. Nonconformity. The products will be subject to Seller's standard inspection at the place of manufacture. If the Buyer notifies the Seller within 30 days of receipt of any product that the product does not conform with the agreed upon specifications or is defective by reason of latent or inherent defect in material or workmanship and the Buyer affords the Seller a reasonable opportunity to inspect the product, and if the product is in fact found to be not in conformity with the agreed upon specifications or defective by reason of latent or inherent defect in material or workmanship, then the Seller will, at the Seller's election, either repair such product or replace the product at the original point of delivery. No product shall be returned without the Seller's prior consent in writing.
7. Limitation of Liability: Disclaimer of Implied Warranties. The Buyer's sole and exclusive remedy on account of the furnishing of products or services by Seller shall be to secure the repair or replacement of the defective products from Seller on the terms and subject to the conditions specified in paragraph six above. Seller shall have no responsibility for any failure of the products or of related equipment or any loss, damage or injury resulting from: (a) the improper design, manufacture, maintenance or operation of any equipment into which the products are incorporated or in the connection with which the products are used; or (b) the use of the products for other than their intended purpose; or use or operation outside the specified environmental conditions; or (c) the failure of the Buyer or any other party to maintain the products properly; or (d) any failure resulting from causes external to the products after delivery; or (e) any failure resulting from modifications to the products other than modifications made by the Seller. The Seller shall not in any event be liable for any costs incurred by the Buyer, including, without limitation, the cost of any labor expended on any product.

EXCEPT FOR ANY LIMITED WARRANTY THAT MAY BE SET FORTH IN A WARRANTY CERTIFICATE DULY ISSUED BY THE SELLER TO THE BUYER, THE SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT OR ANY SERVICE, ADVICE, OR CONSULTATION, IF ANY, FURNISHED TO THE BUYER OR ANY OTHER PARTY BY THE SELLER OF ITS REPRESENTATIVES. SELLER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THE REMEDIES SET FORTH IN SECTION SIX ABOVE ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON FOR BREACH OF ANY COVENANT, DUTY OR OBLIGATION ON THE PART OF THE SELLER HEREUNDER. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, PERSONAL INJURY OR PROPERTY DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF SUCH PRODUCT, ADVICE, OR SERVICE, OR FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY DESCRIPTION, WHETHER ANY SUCH CLAIM BE BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE.

8. Acceptance. The Buyer's receipt of these terms without prompt written objection shall constitute an acceptance by the Buyer of all such terms.
9. Cancellation. Should Buyer cancel any order, Buyer shall be responsible to Seller for all costs incurred to the date of cancellation.
10. Purchase Order. If the Buyer issues a purchase order, or if this sales order is accepted by Buyer's purchase order or other form, it is expressly understood and agreed that the terms and conditions set forth herein shall prevail over any conflicting terms or conditions in Buyer's form, and the issuance of such order form by the Buyer shall be deemed to be the Buyer's agreement to the foregoing, notwithstanding any contrary provisions that may appear in the Buyer's form.
11. Compliance with Applicable Laws/Government Contracts. The Seller intends to comply with all laws applicable to its performance of this order. If a government contract number is shown on the reverse side, clauses which the government makes mandatory for a contractor under a government contract to include in its subcontracts thereunder, will apply to this order.
12. Payment. Terms of payment are shown on Seller's invoice. All shipments and deliveries are at all times subject to the approval of Seller's credit department. It is understood if credit is extended, the Buyer agrees to pay within terms stated on the invoice. The Buyer further agrees to pay all expenses including but not limited to collection, reasonable attorney and court fees incurred by Seller in collecting the sums due and owed. Buyer will pay interest at a rate of 1.5% per month (or the maximum lawful rate, if less) on any amounts not paid within terms shown on Seller's invoice.
13. Patents. The Buyer shall hold the Seller harmless from, and not make claim or suit against the Seller because of, any suits, claims, losses, or other liabilities made against or suffered by the Buyer or any other party arising from any claim of, or infringement of, patent, copyright, trademark, or other proprietary rights, at common law or otherwise, or claim of unfair trade or of unfair competition, resulting from the Buyer's use, possession or sale of the products covered hereby.