



Terms of Sale

September 1

2019

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1051 E. Main Street, ~Lake City, SC 29560

1.800.582.4005

www.eastcoasterosion.com

*This version supersedes any
previously distributed terms of
sale, policies or procedures*

MANUFACTURING QUALITY

- A. East Coast Erosion Blankets, LLC manufactures products with natural materials. As in all-natural materials, variations in color, thickness, or flaws are inherent. East Coast Erosion Blankets, LLC is not responsible for said variations, nor for other material variations beyond our reasonable control.
- B. East Coast Erosion Blankets, LLC is not liable or responsible for any loss or damage resulting from or occurring by reason of unavailability of product.
- C. East Coast Erosion Blankets, LLC is not liable or responsible for any loss or damage resulting from delay in shipment or receipt of order for reasons including, but not limited to, temporary product or raw material shortages, order backlogs, equipment failure, unavailability of freight or transportation, natural disasters, embargoes, or any other cause outside of the reasonable control of East Coast Erosion Blankets, LLC.
- D. In the event that any raw material specified for a requested product included in the quotation shall become unavailable, East Coast Erosion Blankets, LLC shall notify the Customer. East Coast Erosion Blankets, LLC may at its sole discretion recommend a comparable product. Customer may elect to cancel the existing order, may direct East Coast Erosion Blankets, LLC to substitute available material for that originally specified, or request a revise quotation based upon the product as recommended comparable by East Coast Erosion Blankets, LLC. Customer accepts all liability and responsibility for consequences of substitution, including but not limited to adequacy or sufficiency thereof, and approval of substitution by third-party authorities as appropriate.
- E. Customers requiring specialized product dimensions, or custom specifications, must identify said requirements at the time of quote. In the event that such requirements are not requested, it is understood and agreed that the production variations as stated by East Coast Erosion Blankets, LLC will be acceptable.

SOFTWARE AND INTELLECTUAL PROPRERTY

- A. East Coast Erosion Blankets, LLC offers the EC Designer tool and mobile app at no cost to users. Software shall be considered proprietary to East Coast Erosion Blankets, LLC. Customer agrees not to duplicate for distribution or to sell or distribute the software or any portion thereof without prior written consent of East Coast Erosion Blankets, LLC. The Customer, its affiliates, and individuals may use the EC Designer at their own sole discretion. East Coast Erosion Blankets, LLC is not liable or responsible for loss or damages for the use of this tool. Use of the EC Designer tool and/or mobile app constitutes acceptance of the East Coast Erosion Blankets, LLC Privacy Policy (<https://www.eastcoasterosion.com/privacy-policy-and-data-usage/>).
- B. All products manufactured by East Coast Erosion Blankets, LLC remain the intellectual property of East Coast Erosion Blankets, LLC, inclusive of custom orders, unless design is previously protected under alternate patent protections and being manufactured with express written consent, or otherwise agreed upon by East Coast Erosion Blankets, LLC. This includes, but is not limited to, design, concepts, products developed, and research performed.

PRICES

- A. These Terms of Sale together with the Customer credit terms and conditions, if applicable, and the quote constitute the entire agreement between East Coast Erosion Blankets, LLC and Customer regarding the subject matter hereof and supersedes and replaces all prior and collateral representations, promises, and conditions in connection with such subject matter. i) Except in the event that East Coast Erosion Blankets, LLC has expressly entered an additional terms and conditions agreement with an individual Customer, independent of agreements with Customers on the whole.
- B. All purchase orders submitted shall be subject solely to these Terms of Sale, and any additional terms contained in quotation; any preprinted or linked terms on a Customer purchase order form or similar form are objected to and shall not alter or amend the terms of these Terms of Sale.
No individual or company may purchase goods on credit without prior approval of East Coast Erosion Blankets, LLC and all such purchases shall be subject to compliance with the determined terms of credit. In the absence of East Coast Erosion Blankets, LLC credit approval, all orders will be remitted upon receipt of payment.
- C. East Coast Erosion Blankets, LLC reserves the right, at its sole discretion, to require a personal guaranty before approving any credit arrangement.
- D. Purchaser is responsible for all applicable taxes. This includes all federal, state, municipal or other governmental authority taxes with respect to the sale or shipment of goods. In the event that purchaser is exempt, certificate of exemption must be provided to East Coast Erosion Blankets, LLC at or before the time of order.

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- E. Price quotes are based on the cost of materials and manufacture as of the date of quotation. East Coast Erosion Blankets, LLC reserves to revise pricing at any time to reflect changes in the cost of materials and/or manufacture.
- F. Quotation pricing is based on the quantities provided and shipping parameters requested. In the event of changes to quantity, items selected, or delivery parameters, East Coast Erosion Blankets, LLC reserves the right to revise pricing.
- G. Special order materials and/or custom products requested by Customer cannot be returned to East Coast Erosion Blankets, LLC except in cases of manufacturer defect or with prior approval by East Coast Erosion Blankets, LLC. Customer must accept delivery and remit payment within established terms, in absence of manufacturing defect or other error within the control of East Coast Erosion Blankets, LLC.
- H. Special order materials and non-stock items which are required to fulfill a Customer order become the responsibility of the Customer.
- I. Any representation, promise, or condition not incorporated herein shall not be binding to East Coast Erosion Blankets, LLC, except where amended under the conditions of section 3.a.i. These Terms of Sale, including all matters relating to the validity, construction, performance, and enforcement thereof, shall be governed by the laws of the State of Pennsylvania, United States, without giving effect to its conflict of law's provisions. East Coast Erosion Blankets, LLC and Customer agree that the state and federal courts located in Berks County, Pennsylvania shall have sole and exclusive jurisdiction over any dispute which arises concerning or in any way related to the quote and these Terms of Sale, and each of the parties shall submit and hereby irrevocably and unconditionally consent to such courts' exercise of sole and exclusive jurisdiction. In any successful action by a party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of court incurred in such action.
- J. East Coast Erosion Blankets, LLC certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.
- K. East Coast Erosion Blankets, LLC reserves the right to modify or change the Terms of Sale contained herein without notice. East Coast Erosion Blankets, LLC and Customer will remain bound by the Terms of Sale as governed by the then-current version posted publicly on the East Coast Erosion Blankets, LLC website (www.EastCoastErosion.com).

SHIPMENT, TITLE, RISK OF LOSS, WAIVER OF CLAIMS

- A. The provided freight quotes are merely an estimate of freight charges and may necessarily fluctuate based on multiple variables. The actual charges will be based on the shipment's requested transit time and additional services performed including, but not limited to, making a delivery appointment phone call, having to re-deliver, delivering to a residential location, delivering to a remote site, needing special equipment to offload the product, having the driver assist in unloading the product, excessive unloading wait times, etc. Estimated figures are subject to alteration without pre-advise. Estimated transit time may vary at the discretion of the carrier. Additional fees may be charged for Guaranteed Deliveries.
- B. All prices and shipments are Free on Board (FOB) point of shipment. Title and all risk transfers to the Customer upon presentation of the goods to the carrier.
- C. If, upon Customer request, East Coast Erosion Blankets, LLC quotes a Common Carrier freight rate for a "Pre-Pay and Add" shipment, all costs are the sole responsibility of the Customer. East Coast Erosion Blankets, LLC reserves the right to charge a handling fee on all Pre-Pay and Add shipments.

CHANGES AND CANCELLATION, REJECTION, CLAIMS

- A. Orders placed with East Coast Erosion Blankets, LLC are not subject to cancellation, change, or suspension of deliveries except with East Coast Erosion Blankets, LLC consent and upon acceptable terms. East Coast Erosion Blankets, LLC is indemnified for any loss resulting from rejection of requests for cancellation, change, or suspension. All change orders are void unless confirmed in writing.
- B. Samples given are a representation of the manufacturing process. They are intended to be a representation of the final product. There is a glue additive added to some samples to ease with packaging process, this additive is not in the final product.
- C. It is the Customer's sole responsibility to verify count and condition of all shipped items prior to signing for the receipt of shipment. Shortages and damages should be listed on the carrier's Bill of Lading at the time of delivery. Claims of shortages or rejections for defects pursuant to the limited warranty must be made within ten (10) days of receipt of goods. East Coast Erosion Blankets, LLC reserves the right to inspect or otherwise request evidence of defect. Credit will be rendered on such defective units after satisfactory, at East Coast Erosion Blankets, LLC's sole discretion, verification of shortage or defect claim. East Coast Erosion Blankets, LLC reserves the right to request

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return of goods pursuant with the claim. Returned goods must be returned to the designated East Coast Erosion Blankets, LLC facility, transportation charges prepaid, within thirty (30) days, and must remain unaltered, further damaged or defaced in any way.

- D. East Coast Erosion Blankets, LLC is not liable or responsible for damage or loss after having received "in good order" receipts from the transportation carrier. East Coast Erosion Blankets, LLC will provide reasonable assistance to the Customer for claims made to the carrier on a timely basis.
- E. Returned product is subject to a 10% restocking fee, except in the event of manufacturing defect inspected and accepted by East Coast Erosion Blankets, LLC. All returns must be approved by East Coast Erosion Blankets, LLC prior to shipping and receipt. All approved return shipments are subject to East Coast Erosion Blankets, LLC shipping and receiving instructions. Contact your East Coast Erosion Blankets, LLC representative for approvals and instructions.
- F. Customer acknowledges that East Coast Erosion Blankets, LLC is solely fulfilling Customer orders and has not completed any investigation of the Customer's intended use, or the fitness of said products in relation to the Customer's intended use. Customer is solely responsible for verifying that the products supplied meet the federal, state, and local codes and regulations and specifications applicable for the intended use and/or at the intended location. East Coast Erosion Blankets, LLC shall at its sole discretion approve or not approve the return of goods or product that are devoid of any effect, but have been deemed non-compliant for federal, state, and local codes and regulations in relation to intended use and intended location.

STORAGE AND DELIVERY ADJUSTMENT LIABILITIES

- A. In the event that Customer requests a "hold" of shipment or shipments beyond scheduled date for convenience of the Customer, East Coast Erosion Blankets, LLC reserves the right to request payment for the cost of warehousing, and additional costs in shipping or other expenses. Customer responsibility for costs will begin (30) thirty days after the original date of shipment.

PAYMENT AND LIENS

- A. Unless otherwise stated on an invoice or long-term Customer agreement document, all invoices shall be payable within terms. No withholding of funds, offsets, back charges or credits against amounts otherwise due East Coast Erosion Blankets, LLC is permitted without prior approval in writing by East Coast Erosion Blankets, LLC.
- B. All invoices are payable upon receipt and are not subject to withholding of funds as Customer issues claim of manufactured defect or damage. East Coast Erosion Blankets, LLC will make every effort to inspect, review and resolve said claims as timely as possible. However, until inspected, reviewed and resolved under subject of revised terms, the terms originally agreed to by both parties remain and funds payable.
- C. Any unpaid account shall entitle East Coast Erosion Blankets, LLC to exercise all available remedies and authority under the law, including but not limited to additional fees, liens and applicable litigation.
- D. East Coast Erosion Blankets, LLC reserves the right, at its sole discretion, to cancel discounts on any invoice not paid within the terms of payment. Customer is liable for value of any discounts cancelled due to lack of payment.
- E. In the event any balance remains unpaid past approved terms, East Coast Erosion Blankets, LLC can impose a service fee equal to 2% on the unpaid balance per month, or the maximum allowed by law, whichever is less) on all unpaid accounts.

WARRANTY, LIMITATION OF LIABILITY, AND INDEMNITY

- A. East Coast Erosion Blankets, LLC warrants for a period of thirty (30) days from delivery within the continental United States, and sixty (60) days from delivery outside the continental United States, that the products manufactured or supplied by East Coast Erosion Blankets, LLC will be free of material defects in material and/or workmanship at the time of shipment from East Coast Erosion Blankets, LLC's facility. i) East Coast Erosion Blankets, LLC reserves the right to inspect and/or request evidentiary documentation or photographs of claims of material defects in material and/or workmanship. ii) If claims of material defect are proved to East Coast Erosion Blankets, LLC's satisfaction, said goods, at East Coast Erosion Blankets, LLC's sole option, shall be repaired or replaced.
- B. The warranty in paragraph 8.a. shall not apply to any non-conformities, errors or defects due to: i) the misuse of any goods or products; ii) the modification of any goods, components, or products; iii) failure by the Customer to utilize materials or processes compatible with the goods or products; iv) failure by the Customer to adhere to manufacturer

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installation recommendation, v) misuse or handling of goods or products by carrier; vi) any damage incurred as a result of prolonged or improper storage of the goods or products by the Customer and/or carrier.

- C. Customer acknowledges and understands that East Coast Erosion Blankets, LLC makes no warranties regarding any goods, parts, components, or products provided hereunder except as expressly provided within this document. All verbal warranties not contained herein are null and void. East Coast Erosion Blankets, LLC warrants no other express or implied warranties of merchantability and fitness for a particular purpose, resale ability and/or marketability. The document herein is the sole and exclusive remedy and measure of damages with regard to any goods, parts, components, or products provided by East Coast Erosion Blankets, LLC, and East Coast Erosion Blankets, LLC shall not be subject to any obligations or liabilities whatsoever with respect to products, parts, or services provided by East Coast Erosion Blankets, LLC.
- D. Anything herein, to the contrary notwithstanding, East Coast Erosion Blankets, LLC shall not be liable for any indirect, special, incidental and consequential damages, not for any other remedies which Customer may have under any applicable law including but not limited to costs of procurement of substitute goods, products and services, loss of goodwill, loss of profits or loss of business regardless of whether or not East Coast Erosion Blankets, LLC has been informed of such damages or potential damages.
- E. Customer's sole and exclusive remedy against East Coast Erosion Blankets, LLC for any breach of warranty or any other breach related to goods delivered pursuant hereto shall be for repair or replacement (at East Coast Erosion Blankets, LLC's sole option) of the goods or material acquired from East Coast Erosion Blankets, LLC which have been deemed failing to comply with the warranty. Notwithstanding the preceding, in the event that the Customer is deemed entitled to monetary damages, in no event shall East Coast Erosion Blankets, LLC's entire liability for monetary damages arising out of or related to any goods or materials exceed the purchase price paid by Customer to East Coast Erosion Blankets, LLC for the items of which such claim or action arose.
- F. Customer will indemnify, defend, and hold East Coast Erosion Blankets, LLC harmless from and against all liability, damages, penalties, awards, judgements, settlements and costs or expenses (including reasonable attorney's fees) incurred in relation to any claim based on: i) Customer's use of goods, parts, components, or products provided by East Coast Erosion Blankets, LLC other than in strict accordance and compliance with East Coast Erosion Blankets, LLC's directions or specifications or in combination with other materials or processes not expressly approved by East Coast Erosion Blankets, LLC; ii) the actual or alleged infringements of patents, trade secrets, trademarks, copyrights, or other intellectual property rights of any third parties, if based on any parts, goods or other products made specifically for the Customer or supplied by Customer; and iii) Customer's use or resale of the goods, parts, components, or products provided by East Coast Erosion Blankets, LLC in violation of any applicable codes, regulations, or laws.