



Janico Inc., 88 Industrial Court, Freehold, New Jersey, 07728, USA
Telephone: (732) 370-2223 / Fax: (732) 370-2230
Email: customerservice@janicoinc.com / Website: www.janicoinc.com

UPDATED TERMS OF SALE DATED FEBRUARY 1, 2026

1. Definitions. The capitalized terms and phrases below will have the following meanings:

a. An “**Agreement**” means an Order delivered by a Buyer to Janico, and accepted by Janico, for the purchase and sale of one or more Products in compliance with these Terms of Sale. Janico will only be obligated to sell, and a Buyer will only be obligated to purchase, the types and quantities of Products identified by the Buyer in a delivered and accepted Order. The terms and conditions of an Agreement between a Buyer and Janico (each a “**Party**” and collectively the “**Parties**”) will consist *solely* of: (1) these Terms of Sale; and (2) the transaction information identified by Buyer in the delivered Order which is required under Section 2. The terms and conditions of an Agreement *exclude*, and the Parties to the Agreement *reject*, all additional and conflicting terms and conditions included in a delivered Order and any other prior and contemporaneous communications and documentation exchanged by the Parties and their representatives on the same subject matter as the Agreement.

b. A “**Buyer**” means the person identified in an Order who offers to purchase one or more Products from Janico.

c. An “**Order**” means an electronic or written purchase order or other document delivered by Buyer to Janico which communicates the Buyer’s offer to purchase one or more Products from Janico.

d. “**Janico**” means Janico, Inc., a corporation formed under the laws of the State of New Jersey and which is registered as doing business as Janico Manufacturing.

e. A “**Product**” means the janitorial supplies and other products of Janico identified on its company website at www.janicoinc.com. Janico may add, remove or modify any of its Product in its sole and absolute discretion at any time, for any reason and without any advance notice or liability.

f. A “**Price**” means the amount charged by Janico for the sale of a Product. Janico may communicate the Prices of its Products to a prospective Buyer, but such a communication will not be considered a “firm offer” by Janico to sell any type or quantity of a Product to the prospective Buyer at the quoted Price. Unless expressly noted by Janico in a communication to a Buyer regarding the Price of a Product, the delivered Price of a Product *includes* freight but *excludes* taxes and other charges. Janico may increase or decrease the Prices of its Products in its sole and absolute discretion at any time, for any reason and without any advance notice or liability.

g. The “**Terms of Sale**” mean the terms and conditions of Janico contained in this document. These Terms of Sale will

apply to Orders of a Buyer delivered to and accepted by Janico from and after February 1, 2026. In delivering an Order to Janico, a Buyer irrevocably and unconditionally accepts these Terms of Sale. Janico may amend these Terms of Sale in its sole and absolute discretion at any time, for any reason and without any advance notice or liability.

2. Placing Orders. To place an Order for one or more Products, a Buyer must deliver the Order to Janico: (a) by e-mail at orders@janicoinc.com; or (b) through an electronic ordering system offered by Janico on its company website or otherwise approved in writing by Janico’s President, Chief Financial Officer or Vice President of Sales. An Order must contain the following transaction information:

- 1) Name, street address, telephone number, email and other contact information of Janico;
- 2) Name, street address, telephone number, email and other contact information of the Buyer;
- 3) Name, street address, telephone number, email and other contact information of the Buyer’s carrier if the ordered Products will be picked-up at a Janico facility. If a Buyer wants Janico to schedule a delivery with the carrier on behalf of the Buyer, the Buyer must deliver its account number and prepaid shipping label with the carrier to Janico along with the Buyer’s Order;
- 4) Date of issuance, number or other form of internal identification of the Buyer for its Order;
- 5) Number or other form of internal identification of Janico for each type of Product included in the Order;
- 6) Price per case or other ordering unit of Janico for each type of Product included in the Order;
- 7) Quantity of each type of Product included in the Order by number of cases or other ordering units;
- 8) Total Price for all Products included in the Order;
- 9) Requested delivery date of the ordered Products. If a requested delivery date is not identified in the Order, Janico may tender delivery of the ordered Products to the Buyer or its carrier any time after receiving the Order. A delivery date may be extended for Force Majeure as provided in Section 14; and
- 10) Street address, telephone number, email and other contact information of a single facility of the Buyer, or of Janico, located in the continental United States of



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America where Janico will deliver the ordered Products to the Buyer or its carrier.

A Buyer must deliver an Order to Janico with sufficient time in advance for Janico to complete delivery by the requested delivery date. A Buyer must order a Product in its full-case, or other ordering unit, quantity and in compliance with any other then current ordering policies of Janico for the Product published on its company website. If Janico in its sole and absolute discretion accepts an Order which deviates from its then current ordering policies for a Product or which requires special handling, labeling, packaging, storing or transportation requested by a Buyer (e.g., expedited delivery or special labeling or packaging), Janico may charge the Buyer for all additional costs incurred by Janico in completing the Order in the time and manner requested.

3. Processing Orders. Janico will endeavor to inform a Buyer whether Janico accepts or declines a delivered Order within one business day of receiving the Order. Janico may accept or decline an Order in its sole and absolute discretion. Janico will not be considered to have accepted an Order unless Janico notifies the Buyer of Janico's acceptance, or Janico ships the ordered Products to the Buyer's facility if the Order requires delivery at the Buyer's facility, or Janico tenders delivery of the ordered Products to the Buyer or its carrier at Janico's facility if the Order requires delivery at Janico's facility (i.e., silence or inaction by Janico will not be deemed acceptance of an Order).

4. Delivery at a Buyer's Facility. If a Buyer requires Janico to deliver ordered Products to the Buyer's facility, Janico will deliver the ordered Products to the Buyer on a "*Delivery at Place*" ("**DAP**") basis per INCOTERMS 2020 at the loading dock or storage yard of the Buyer's facility identified in the accepted Order. Janico will select the carrier, method and route for delivering ordered Products to a Buyer's facility. Janico will be responsible for loading the ordered Products at its expense at the point of shipment, and a Buyer will be responsible for unloading the ordered Products at its expense (including, without limitation, for lumper service) at the loading dock or storage yard of the Buyer's facility. Title to and risk of loss on the ordered Products will transfer to the Buyer after Janico's carrier tenders delivery of the ordered Products for unloading at the loading dock or storage yard of the Buyer's facility. Janico will require its carrier to arrive at a Buyer's facility during its regular hours of operation and to promptly inform and tender delivery of the Products to the Buyer. If a Buyer fails to accept delivery of the Products from Janico's carrier within thirty (30) minutes of being informed of the carrier's arrival at the Buyer's facility, the Buyer will reimburse Janico for the actual, reasonable and substantiated demurrage charges incurred by Janico as a result of the Buyer's delay in accepting delivery. Janico will only deliver to a Buyer's facility if the total Price of all Products under an Agreement

equals or exceeds \$2,000 USD *and* the Buyer has filed a Shipment Form with Janico for the Buyer's facility.

5. Pick-Up at a Janico Facility. If a Buyer requires Janico to deliver ordered Products to the Buyer or its carrier at a Janico facility (e.g., "pick-up" orders and "collect" shipments), Janico will deliver the ordered Products to the Buyer on a "*Free Carrier*" ("**FCA**") basis per INCOTERMS 2020 at the loading dock or storage yard of the Janico facility identified in the accepted Order. A Buyer will select the carrier, method and route for picking-up the ordered Products from the Janico facility and delivering them to their next destination. Janico may credit the Buyer for the amount of Janico's "pick-up" allowance for the Product if such an allowance is in effect and being offered by Janico on the delivery date. Janico will be responsible for loading the ordered Products at its expense at the loading dock or storage yard at the Janico facility, and the Buyer will be responsible for unloading the delivered Products at its expense (including, without limitation, for lumper service) at their next destination. Title to and risk of loss on delivered Products will transfer to a Buyer after the delivered Products have been loaded in the trailer or other container of the Buyer or its carrier. A Buyer or its carrier will be required to arrive and accept delivery of ordered Products at a Janico facility during its regular hours of operation. A Buyer or its carrier will promptly inform Janco after arriving at its facility and promptly accept the ordered Products after Janico tenders delivery of them. If Janico fails to tender delivery of the Products to a Buyer or its carrier within thirty (30) minutes of being informed of their arrival at the Janico facility, the Janico will reimburse the Buyer for the actual, reasonable and substantiated demurrage charges incurred by the Buyer as a result of the Janico's delay in tendering delivery. If Janico is able to deliver ordered Products to a Buyer or its carrier on the delivery date and the Buyer or its carrier fail to accept delivery on such date, the Buyer will owe Janico a storage charge of \$100 for each day that the Buyer or its carrier is delinquent in accepting delivery of the Products. In placing an Order for Products, a Buyer agrees that a storage charge of \$100 per day represents reasonable liquidated damages and not an unlawful penalty for an unexcused delay in accepting delivery of ordered Products.

6. Inspection, Acceptance or Rejection of Products.

a. If a Buyer requires Janico to deliver ordered Products to the Buyer at its facility, the Buyer must inspect the tendered Products for damage, defects, overages, shortages, unordered items and any other breach of Janico's warranties before the Buyer accepts custody of them and Janico's carrier leaves the Buyer's facility. If a Buyer discovers a breach of any of Janico's warranties in the tendered Products before the Buyer accepts custody of them and Janico's carrier leaves the Buyer's facility, the Buyer must reject the nonconforming Products and record



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the type and quantity of any rejected Products, and the reasons for rejecting them, on the bill of lading and delivery receipt. The printed name and title, and a legible signature, of the employee or other representative who completed the inspection on behalf of a Buyer must be on the billing of lading and delivery receipt. In addition, the Buyer must deliver written notice and all required documentation and information of the discovered breach of Janico's warranties in the time and manner specified in Section 12.

b. If a Buyer requires Janico to deliver ordered Products to the Buyer or its carrier at a Janico facility (e.g., "pick-up" orders and "collect" shipments), the Buyer or its carrier must inspect the tendered Products for damage, defects, overages, shortages, unordered items and any other breach of warranty before accepting custody of them and leaving Janico's facility. If the Buyer or its carrier discover a breach of any of Janico's warranty in any Products before accepting custody of them and leaving Janico's facility, the Buyer or its carrier must inform Janico and reject the nonconforming Products, and Janico will endeavor to correct the reported breach of warranty before the Buyer or its carrier leave Janico's facility. In addition, the Buyer must deliver written notice and all required documentation and information of the discovered breach of Janico's warranty in the time and manner specified in Section 12.

c. Janico will not have any liability to a Buyer for a breach of any of Janico's warranties in a delivered Product that: (1) the Buyer or its carrier could have, and should have, discovered, rejected and reported by exercising commercially reasonable and diligent efforts before accepting custody of them; (2) the Buyer or its carrier discovered at the time of delivery and nevertheless accepted custody of them; or (3) the Buyer or its carrier discovered after accepting custody of them but failed to notify Janico in the time and manner provided in Section 12.

d. A Buyer or its carrier may not reject delivery of all tendered Products because a portion of the tendered Products are in breach of any of Janico's warranties. In such a circumstance, the Buyer or its carrier may only reject Products in breach of one or more of Janico's warranties and apply for a credit against the invoiced amount for the nonconforming Products in the time and manner provided in Section 12. In the case of an "overage" in the delivered quantity of an ordered Product, the Buyer's sole remedy will be to accept or reject the delivered but unordered quantity of the Product. In the case of a "shortage" in the delivered quantity of an ordered Product, the Buyer's sole remedy will be to receive a credit against an invoiced amount for the ordered but undelivered quantity of the Product. In the case of unordered items included in the delivered Products, the Buyer's sole remedy will be to accept or reject the unordered items at their invoice price.

7. Invoicing and Payment.

a. Janico will invoice a Buyer for the total Price of all delivered Products in effect on the delivery date along with any additional amounts that Janico may charge the Buyer under these Terms of Sale and that Janico is required to charge and collect from the Buyer under applicable law. A Buyer will be solely responsible for all sales, use, excise, environmental impact and other taxes, duties, fees, tariffs and other charges imposed by law on the purchase, sale, storage, transportation, use and disposition of a Product and its labels and packaging.

b. A Buyer must pay Janico the invoiced amount for delivered Products by the due date identified on Janico's invoice. If a due date is not identified on Janico's invoice, the due date will be the date that is thirty (30) days after the date of Janico's invoice. Janico will date and deliver its invoice to a Buyer by email, or an electronic billing system approved by Janico, on or after the date on which Janico ships the ordered Products to a Buyer's facility if the Order requires the Products to be delivered at a Buyer's facility or the date on which Janico tenders delivery of the ordered Products at a Janico facility if the Order requires the Products to be delivered at a Janico facility.

c. A Buyer must pay the invoiced amount for delivered Products to Janico either by:

- 1)** Electronic funds transfer in U.S. dollars to the bank account of Janico identified in its invoice or in a separate written agreement with, or in a separate written notice to, the Buyer signed by Janico's, President, Chief Financial Officer or Vice President of Sales. A payment of an invoiced amount by electronic funds transfer will not be considered made until Janico's bank has received and credited the transferred funds to Janico's bank account without restriction or reservation; or
- 2)** Delivering a check, dated on or before the due date of the invoice and payable to Janico, Inc. in U.S. dollars and immediately available funds, to the payment address identified by Janico in its invoice or in a separate written notice to, or in a separate written agreement with, Buyer signed by Janico's President, Chief Financial Officer or Vice President of Sales. A payment of an invoice by check will not be considered made until the date that Janico receives the check at the identified payment address. A Buyer will be considered delinquent retroactive to the due date if the Buyer's drawee bank fails to transfer the funds to Janico's bank for credit to Janico's bank account without restriction or reservation within five (5) days of the check being presented to the drawee bank.



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Janico in its sole and absolute discretion may require a Buyer to pay invoiced amounts solely by electronic funds transfer at any time, for any reason and without any advance notice or liability.

d. If the due date of an invoice falls on a Saturday, Sunday or U.S. federal bank holiday, the due date will be extended to the next business day.

e. A Buyer may not deduct or offset any amount against, or withhold payment of, an invoiced amount for delivered Products, in whole or in part, except as authorized by Janico in its invoice or in a separate written agreement with, or in a separate written notice to, the Buyer signed by Janico's President, Chief Financial Officer or Vice President of Sales. If a Buyer believes that it is entitled to deduct or offset any amount against, or withhold payment of, an invoiced amount for any reason, in whole or in part, the Buyer must deliver a written notice and all required documentation and information to Janico in the time and manner specified in Section 12. If a Buyer fails to deliver written notice and all required documentation and information to Janico in the time and manner specified in Section 12, the Buyer will be irrevocably and unconditionally deemed to have admitted that the invoiced amount is correct, and due and payable on the due date, and to have waived and released all claims, counterclaims and defenses to paying the invoiced amount in full on such due date (other than for undiscovered, unknown and unreported breaches of any of Janico's warranties).

f. If a Buyer fails to pay Janico any amount owed for delivered Products by its due date, including any unauthorized deduction, offset or withholding of payment by the Buyer in violation of these Terms of Sale, the delinquent amount will bear interest until paid at an annual interest rate of eighteen percent (18%) or the maximum interest permitted under New Jersey law, whichever is lower. A Buyer will also be obligated to pay Janico on demand for collection agent fees and expenses, attorney and expert witness fees and expenses, court costs, and all other fees and expenses incurred by Janico in attempting to collect the delinquent amount and accrued interest owed by the Buyer (collectively the "**Collection Costs**"), including, without limitation, Collection Costs incurred before, during, after, for, or as a result of, any legal action or judgment involving the Buyer for these purposes. Janico may invoice a Buyer at any time for accrued interest and Collection Costs. If a Buyer fails to pay the amount of accrued interest and Collection Costs within ten (10) days of Janico's invoice date, the unpaid amount of accrued interest and Collection Costs will become part of the delinquent amount owed Janico and will commence accruing interest.

8. Buyer's Credit and Payment Terms. Janico reserves the right in its sole and absolute discretion to determine the credit limit and payment terms of a Buyer and to amend or

revoke either of them at any time, for any reason and without advance notice or liability, including, without limitation, if Janico determines that there has been an adverse change in the creditworthiness of the Buyer. In addition, a failure by a Buyer or any of its affiliates to pay any amount owed Janico when due in breach of an Agreement, including, without limitation, any unauthorized deduction, offset or withholding of payment in violation of these Terms of Sale, or any other act, omission or statement of a Buyer or any of its affiliates in breach of an Agreement or any other agreements with Janico, will be grounds for Janico to immediately and without advance notice or liability: (a) decline to accept any Orders from the Buyer or any of its affiliates, (b) amend or revoke the credit limit and payment terms of the Buyer or any of its affiliates; (c) require the Buyer or any of its affiliates to provide payment in advance or other adequate assurances and security in a form acceptable to Janico in its sole and absolute discretion before Janico accepts an Order from the Buyer or its affiliate or delivers ordered Products to the Buyer or its affiliate under an Agreement; (d) terminate any Agreements, or any other agreements, between Janico and the Buyer or its affiliate; (e) repossess any unpaid for Products delivered under a terminated Agreement; (f) deduct and offset the delinquent amount and any accrued interest and Collection Costs, or suspend or terminate earning or paying, any allowance, credit, discount, rebate or other benefit or incentive payable by Janico to the Buyer or any of its affiliates; and (f) exercise all other rights and remedies available at law and in equity for the breach.

9. Mutual Warranties. Each Party to an Agreement warrants that: (a) the Party is duly organized, validly existing and in good standing under applicable law; (b) the Party is duly qualified to do business and is in good standing under applicable law in every jurisdiction in which such qualification is required for purposes of the Agreement; (c) the Agreement constitutes the legal, valid and binding obligation of the Party and is enforceable against the Party in accordance with its terms; and (d) the Party is not insolvent and is paying all of its debts as and when they become due and payable (excluding claimed amounts being disputed by the Party in good faith and in compliance with applicable law).

10. Additional Warranties of Buyer. A Buyer who is a Party to an Agreement warrants to Janico that: (a) the Buyer is purchasing the Products from Janico either for use in the home, business or other operation of the Buyer or for resale to one or more third-parties for use in the home, business, or other operation of a third-party; (b) the Buyer is not prohibited from purchasing and using the Products under the laws of the United States of America, and the Buyer will not resell or otherwise transfer the Products to any third-parties who are prohibited from purchasing and using the Products under such laws; (c) the Buyer will not export the Products to, or import the Products from, any country



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prohibited by the laws of the United States of America, (d) the Buyer will not permit any third-parties to export the Products to, or import the Products from, any country prohibited by the laws of the United States of America; and (e) the Buyer will not, directly or indirectly, advertise, market, promote, sell or facilitate any other transfer of the Products to third-parties through any electronic or online platform, service or system (other than the Buyer's own electronic or online platform, service or system).

11. Janico Limited Warranties. Janico warrants that as of tender of delivery of Products to a Buyer or its carrier that:

a. Order Warranty. The delivered Products conform to the types and quantities specified in the relevant Agreement. This warranty will expire upon the Buyer or its carrier accepting custody of a delivered Product *except for* any "latent" (i.e., hidden) nonconformance in the Product in breach of this warranty which Buyer or its carrier did not discover, and which Buyer or its carrier could not have discovered and reported with the exercise of commercially reasonable care and diligence, before accepting custody of the Product. This warranty will expire for all undiscovered, unknown and unreported "latent" defects in a Product in breach of this warranty on the date that is ten (10) days after Janico's invoice date for the Product.

b. Quality Warranty. The delivered Products are new, free of damage and comply in all material respects with the written specifications of Janico published on its company website. This warranty will expire upon the Buyer or its carrier accepting custody of a delivered Product *except for* any "latent" (i.e., hidden) damage, defect or other nonconformance in the Product in breach of this warranty which Buyer or its carrier did not discover, and which Buyer or its carrier could not have discovered and reported with the exercise of commercially reasonable care and diligence, before accepting custody of the Product. This warranty will expire as to any "latent" damage, defect or other nonconformance in a Product in breach of this warranty *on the earlier of*: (1) the date that is ten (10) days after the date on which the Buyer discovers, or with the exercise of commercially reasonable care and diligence should have discovered, the breach of this warranty; and (2) the date that is ninety (90) days after Janico's invoice date for the Product for any other undiscovered, unknown and unreported "latent" damage, defects and other nonconformance in the Product in breach of this warranty.

c. Non-Infringement and Title Warranties. The delivered Products do not infringe on any U.S. patent of any third-parties and Janico has transferred good and marketable title to the Products to the Buyer free and clear of all claims, liens and encumbrances arising by, through and under Janico. These warranties will not expire.

12. Product Claims. The sole remedy of a Buyer for a breach of Janico's warranties will be for the Buyer to reject, or to revoke its acceptance of, the nonconforming Product in exchange for the Buyer receiving a credit to its account from and with Janico for the amount invoiced, or the amount paid or payable by, the Buyer for the nonconforming Product. A Buyer will receive a credit for a breach of Janico's warranties **only if**:

- 1) The Buyer notifies Janico by email at claims@janicoinc.com within ten (10) days of discovering the claimed breach of warranty. The email must describe in reasonable detail the nature of the claimed breach and append copies of the accepted Order, Janico's invoice and the signed bill of lading and delivery receipt for the nonconforming Products. For a breach of warranty involving any visible damage or defect in a nonconforming Product, the email must also append copies of photographs or video clips displaying the damage or defect;
- 2) The Buyer delivers the emailed notice and substantiating documentation for the claimed breach of warranty to Janico *before* the expiration of the relevant warranty period;
- 3) The Buyer provides Janico with any other documentation, information and cooperation requested by Janico in its sole but good faith discretion to aid in its investigation of, and response, to the claimed breach of warranty within ten (10) days of written request by Janico;
- 4) Janico approves the Buyer's breach of warranty claim by issuing a credit memo to the Buyer and instructing the Buyer on how to return or dispose of the nonconforming Products. Janico will act in good faith in deciding whether to approve or deny a Buyer's breach of warranty claim; *and*
- 5) The Buyer returns or disposes of the nonconforming Products in the time and manner instructed by Janico and before such Products suffer any further damage, injury or other loss. If the Buyer or its carrier rejects nonconforming Products at the time of delivery, Janico will be responsible for returning or disposing of the nonconforming Products.

A Buyer may not reject a tendered Product for a breach of Janico's warranties, and a Buyer will not receive a credit and deduction for such a breach, unless the Buyer does so in the time and manner specified in Section 6 and this Subsection. A Buyer may not revoke its acceptance of a delivered Product for a breach of Janico's warranties, and a Buyer will not receive a credit and deduction for such a breach, that: (a) the Buyer or its carrier could have, and should have, discovered, rejected and reported by



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exercising commercially reasonable and diligent efforts before accepting custody of the nonconforming Product but failed to do so; (b) the Buyer or its carrier discovered at the time of delivery and nevertheless accepted custody of the nonconforming Product; or (c) the Buyer or its carrier discovered after accepting custody of the nonconforming Product but failed to notify Janico in the time and manner specified in this Section.

13. Product Recalls and Voluntary Withdrawals. Janico will determine its sole but good faith discretion whether a Product is subject to a product recall or voluntary withdrawal. If a Product purchased by a Buyer becomes subject to a product recall or voluntary withdrawal, the Buyer will promptly provide any cooperation requested in writing by Janico in its sole but good faith discretion in: (a) identifying, segregating, recovering, returning and disposing of the subject Products in the custody or control of the Buyer and which have been sold or otherwise transferred by the Buyer; and (b) investigating, defending, settling and satisfying any third-party claims arising from, or related to, the product recall or voluntary withdrawal. In such a circumstance, Janico will credit the Buyer's account with Janico for any approved, actual, reasonable and substantiated out-of-pocket expenses without mark-up incurred by the Buyer in providing the cooperation requested in writing by Janico. The Buyer will only receive a credit for reimbursable expenses under this Section if the Buyer submits its claim for the credit for reimbursable expenses to Janico in the time and manner specified in written notice from Janico.

14. Limitations of Liability.

a. Janico will not have any liability to a Buyer for a delay or inability to supply any Products under an Agreement for an event beyond the control of Janico, including, without limitation: acts or omissions of the Buyer or any carrier, governmental authority or other third-parties; epidemics and pandemics; fire, natural disaster, weather or other insured, insurable or uninsurable risks; shortages in labor or materials; or strikes, slowdowns and other labor disputes (an event of "**Force Majeure**"). If Janico's ability to supply a Product is, or has been, adversely impacted by Force Majeure, Janico may, by written notice and without liability to a Buyer: (1) decline to accept the Buyer's Order for the Product, in whole or in part; (2) cancel an Agreement with the Buyer for the Product, in whole or in part; or (3) extend the delivery date for the Product under an Agreement with the Buyer, in whole or in part, for a commercially reasonable period needed by Janico to recover from the Force Majeure.

b. Janico will not have any liability to a Buyer for any claims, regardless of whether in contract, tort or otherwise, arising from, or related to, an Agreement, any ordered or delivered Product, or any acts, omissions or statements of, or attributable to, Janico, other than for direct damages. The

maximum liability of Janico to a Buyer for direct damages for all claims, regardless of whether in contract, tort or otherwise, arising from, or related to, an Agreement, or any ordered or delivered Product, will not exceed, in the aggregate, the amount paid or payable by the Buyer to Janico for the Product. Janico will not have any liability to a Buyer for any consequential, exemplary, incidental, punitive or other types of indirect damages, for any claims, regardless of whether in contract, tort or otherwise, arising from, or related to, an Agreement, any ordered or delivered Product, or any acts, omissions or statements of, or attributable to, Janico, even if the Buyer has informed Janico of the possibility of indirect damages.

c. Except for the covenants, warranties and representations expressly contained within these Terms of Sale which have been incorporated into an Agreement, Janico disclaims, and a Buyer waives and releases Janico from any claims, counterclaims and defenses of the Buyer against Janico based on, any other covenants, representations and warranties, whether actual, alleged, express, implied, arising by operation of law or otherwise, including, without limitation, any implied warranties as to accuracy, completeness, fitness for a particular purpose, merchantability, non-infringement and title.

d. Janico will not have any liability to a Buyer for, and a Buyer waives and releases Janico from any claims, counterclaims and defenses against Janico based on, any damage, injury or other loss caused or contributed, in whole or part, to: (1) a Product for any reason after Janico tenders delivery of the Product to the Buyer or its carrier; (2) the Buyer, or any of its other property, from any abuse, accident, alteration, misrepresentation, misuse, negligence, willful misconduct or other acts, omissions or statements of the Buyer or any third-party involving a Product; or (3) the Buyer, or any of its other property, from an event of Force Majeure.

e. No suit or other legal action may be brought by a Buyer against Janico for any claim, regardless of whether in contract, tort or otherwise, arising from, or related to, an Agreement, any ordered or delivered Product, or any acts, omissions or statements of, or attributable to, Janico, more than one (1) year after the act, omission or statement of Janico giving rise to the claim. If the claim arises from, or relates to, a delivered Product, the deadline will be the date that is three hundred sixty-five (365) days after Janico's invoice date for the Product.

f. Except as limited in these Terms of Sale, a Party may exercise any rights and remedies available at law and in equity for a breach of an Agreement by the other Party.



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15. Miscellaneous.

a. An Agreement between a Buyer and Janico for the purchase and sale of the types and quantities of Products identified in a submitted and accepted Order will represent the full and final agreement between them concerning this subject matter and will supersede all prior and contemporaneous oral and written agreements, correspondence, drafts, proposals, quotations and other communications and documentations exchanged by the Parties and their representatives on the same subject matter and any implied terms and conditions that may arise from any course of dealing, industry custom or practice or other acts, omission and statements of the Parties and their representatives.

b. An Agreement will be binding on, and inure to the benefit of, only Janico and the identified Buyer who is a Party to the Agreement and their permitted assignees and successors-in-interest. Janico may assign and delegate any rights and obligations under an Agreement to a third-party but will remain liable to the Buyer notwithstanding any assignment or delegation. A Buyer may not assign nor delegate any rights or obligations under an Agreement to a third-party without the prior written consent of Janico and will remain liable to Janico notwithstanding any assignment or delegation. An unauthorized assignment or delegation of any rights or obligations under an Agreement by a Buyer without the prior written consent of Janico will be void and represent a material breach of the Agreement.

c. An Agreement may only be cancelled or changed by a written amendment signed and exchanged by authorized representatives of the Parties. Except as otherwise expressly provided in these Terms of Sale, a Party may not grant any consent required under an Agreement, and a Party may not release or waive any right or obligation arising under an Agreement, except in a written notice delivered by the consenting or waiving Party to the other Party. Only the President, Chief Financial Officer or Vice President of Sales may approve amending these Terms of Sale, or granting any consent or waiver, on behalf of Janico.

d. An Agreement, and any related amendment, consent, release or waiver, may be accepted, approved or signed in counterparts and exchanged by an electronic ordering or signature application approved by Janico or by e-mail, U.S. Mail and other commercially reasonable means, and an electronic acceptance, approval or signature of an authorized individual on behalf of a Party will be deemed the authentic acceptance, approval or signature of the Party.

e. Prices of the Products, the non-public terms of Agreements and any other non-public communications, documents and information exchanged by a Buyer and Janico will represent the confidential information of Janico.

A Buyer may use such confidential information only for the operation of its business and complying with applicable law. Except for disclosures required by law, a Buyer may not disclose such confidential information to third-parties without the prior written consent of Janico other than accountants, attorneys, consultants, directors, employees, managers, officers and other representatives of the Buyer who need to know such confidential information for the operation its business and who are subject to the same duty of confidentiality to Janico as the Buyer.

f. An Agreement will be governed solely by the laws of the State of New Jersey and the United States of America regardless of any choice-of-law principles. The United Nations Convention on Contracts for the International Sale of Goods will not govern or apply to an Agreement.

g. Any legal action, claim or suit between the Parties to an Agreement, regardless of whether in contract, tort or otherwise, arising from, or related to an Agreement or a delivered Product will be resolved solely in a U.S. federal or New Jersey state court of competent subject matter jurisdiction located in Monmouth County, New Jersey and their higher courts of appeal. **Each Party to an Agreement irrevocably and unconditionally: (1) submits to the exclusive jurisdiction of such courts for these purposes; (2) waives any objection to such courts based on venue or inconvenience; and (3) waives any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising or relating to the Agreement or any Products.** A Party to an Agreement may serve legal notice on the other Party by delivering the notice in writing to a place of business of the other Party, or the notice address of a registered agent of the other Party, by personal service, public or private carrier or any other legally permitted means.

h. If a court of competent jurisdiction determines that any provision in an Agreement is unenforceable under applicable law, the court will reform the Agreement by amending or excluding the unenforceable provision, and the Agreement will remain legally binding on and enforceable by the Parties in all other respects.