FALL SAFE™ (formerly known as: Reliance Industries, LLC)

Terms and Conditions

LIMITED WARRANTY: FALL SAFE™ / Reliance Industries, LLC (**Reliance**) products are warranted against defects in materials and workmanship for a limited period of time from the date FALL SAFE™ / Reliance ships the products to the customer (delivery date) as follows: Products manufactured by FALL SAFE™ / Reliance – 1 year; systems products when properly installed per FALL SAFE™ / Reliance instruction – 6 months; products manufactured by others, but supplied by FALL SAFE™ / Reliance – per original manufacturers' warranty period only. Should a fall occur on a FALL SAFE™ / Reliance system or product within the original warranty period, further warranty is then void until the products are returned for repair and re-certification or replacement. Any replacement will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. The customer must obtain a Return Materials Authorization number from FALL SAFE™ / Reliance BEFORE returning any products. If FALL SAFE™ / Reliance concludes that a returned product is not defective, customer will be notified, the product returned at customer's expense, and a charge will be made for examination, testing, and re-certification. This Limited warranty is VOID if failure of the product or system has resulted from accidental damage, abuse, misapplication, intended or unintended misuse, improper installation, use of incompatible hardware, use in highly corrosive or unusual environments (unless specifically designed for such use), or unauthorized maintenance, installation, modification, or repair. FALL SAFE™ / Reliance makes no warranty as to the suitability, compatibility, or use of its products in systems designed by others.

Return/Cancellation Policy: Customers may return unwanted products within 30 days of the Delivery Date. Customers shall pay a fifteen percent (15 %) restocking charge on any unwanted products returned to FALL SAFE™ / Reliance. No returns will be accepted after the 30-day period has expired. Where custom equipment or special services are involved customer shall be responsible for all related work in progress; however, FALL SAFE™ / Reliance shall take reasonable steps to mitigate damages immediately upon receipt of a written cancellation notice from the customer. Custom products manufactured for and delivered to the customer are not returnable. A Return Material Authorization number must be obtained from FALL SAFE™ / Reliance for the return of any products. Reliance may terminate any order if any representations made by the customer are false or misleading.

Customer Remedies: FALL SAFE™ / Reliance's sole obligation (and the customer's sole remedy) with respect to the foregoing limited warranty shall be to, at FALL SAFE™ / Reliance's option, return the fees paid or repair or replace any defective products, provided that FALL SAFE™ / Reliance receives written notice of such defects during the applicable warranty period. By agreeing to purchase Reliance products, the customer agrees that it may not bring any action to enforce its remedies under the foregoing limited warranty more than 1 year after the accrual of such cause of action.

No Other Warranties: Except as expressly set forth above, the products are provided "AS IS" without warranty of any kind, and no other warranties, either expressed or implied are made with respect to the products, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement or any other warranties that may arise from usage or

course of business. FALL SAFE™ / Reliance does not warrant, guarantee, or make any representations regarding the use of or the results of the use of the products in terms of correctness, accuracy, suitability or fitness for any particular use, or otherwise does not warrant that the installation, operation, or use of the products or systems will be error-free. FALL SAFE™ / Reliance expressly disclaims any warranties not stated herein.

Limitation of Liability: The entire liability for consequential damages of FALL SAFE™ / Reliance and its licensors, distributors, suppliers (including its' and their directors, officers, employees, and agents) is set forth above. To the maximum extent permitted by applicable law, in no event shall FALL SAFE™ / Reliance and its' licensors, distributors, and suppliers (including its' and their directors, officers, employees, and agents) be liable for any damages, including, but not limited to any special, direct, indirect, incidental, exemplary, or consequential damages, expenses, lost profits, lost savings, business interruption, lost business information, or any other damages arising out of the use or reliability to use the products even if FALL SAFE™ / Reliance or its' licensors, distributors, and suppliers has been advised of the possibility of such damages, the customer acknowledges that the applicable purchase price for the products reflects this allocation of risk. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you.

WARNING: To avoid property damage, injury, or death, the user or application designer (Qualified or Competent Person) must take reasonable and prudent steps to protect against "System Failure". A system failure may be any unacceptable use, misuse, or application error on the part of the user or application designer. To avoid such damage, injury, or death, it is the responsibility of the user or application designer to take reasonable and prudent steps to protect against systems failures. Because each end user system is customized and may differ from FALL SAFE™ / Reliance's testing platforms and because a user or application designer may use FALL SAFE™ / Reliance products in combination with other manufacturers products in a manner not evaluated, contemplated, or tested by FALL SAFE™ / Reliance, the user or application designer is ultimately responsible for verifying and validating the suitability and compatibility of FALL SAFE™ / Reliance products whenever FALL SAFE™ / Reliance products are incorporated in a system or application, including without limitation, the appropriate design, process and level of safety of such system or application.

Responsibilities: It is the responsibility of FALL SAFE™ / Reliance Industries, LLC to certify that the products and systems it manufactures will meet applicable Federal Standards for strength and safety when used in accordance with its' instructions and for the intended purpose. It is the responsibility of the customer to show either by calculation or by testing that the anchorage structure to which these products or systems will attach will support the intended loads with the appropriate factors of safety in accordance with their local, state and federal regulations. Proposals and Quotations are based on engineering and design data supplied to FALL SAFE™ / Reliance by the customer at the time of preparation. If unknown conditions require modifications or design changes, the cost of such changes shall be added to the original Quotation on a time and material basis.

Damaged or lost shipments: Check your order immediately upon arrival. All damage must be noted on the delivery receipt. Your trucker or shipper must be notified of all damages within 7 days of receipt of your shipment. All damaged containers and merchandise must be kept for your trucker or shipper to inspect, at which time you must file a claim with the appropriate shipping agent.

International orders: For international orders, deliveries, duties, and taxes are the responsibility of the customer. Warranties are void outside the United States. Orders are shipped with payment due

by letter of credit or cash in advance. Please call FALL SAFE™ / Reliance Sales at 1-800-488-5751 for specific information you may require.

Quick Ship Program: Products highlighted in orange on the price list are eligible for same-day shipment when orders are placed by 12:00 PM CST. This program is designed to help you respond quickly to urgent customer needs. FALL SAFE™ / Reliance Industries, LLC reserves the right to limit order quantities under this program. Standard freight and drop ship policies apply. Orders will qualify for the Quick Ship Program only when all line items are eligible Quick Ship products.

Past due invoices: All terms are NET 30 DAYS. Any invoices paid after the due date will be subject to a 1.5 % PER MONTH surcharge on the unpaid balance.