

WALTER KIDDE PORTABLE EQUIPMENT, INC.
STANDARD TERMS AND CONDITIONS OF SALE

THE FOLLOWING STANDARD TERMS AND CONDITIONS OF SALE SHALL GOVERN THE ENTIRE RELATIONSHIP BETWEEN WALTER KIDDE PORTABLE EQUIPMENT, INC. ("KIDDE") AND PURCHASER INCLUDING, BUT NOT LIMITED TO ALL NEGOTIATIONS, PURCHASE ORDERS, ACCEPTANCES, SALES AND DELIVERIES. NO TERM OR CONDITION OR OTHER UNDERSTANDING, ORAL, OR WRITTEN, IN ANY WAY PROPOSING TO VARY, ALTER, EXPAND, OR MODIFY UPON THESE STANDARD TERMS AND CONDITIONS OF SALE, WHETHER CONTAINED IN PURCHASER'S PURCHASE ORDER OR ELSEWHERE, SHALL BE BINDING ON KIDDE, ITS' SUCCESSORS OR ASSIGNS, UNLESS AGREED UPON IN WRITING AND SIGNED BY KIDDE.

1. WARRANTIES, EXCLUSIVE REMEDIES, AND LIMITATIONS ON DAMAGES:

Kidde's warranty as to goods is limited to the written warranty it provides to the end user of its Products which guaranties against defects in materials and workmanship for a specified period of time. Purchasers other than the end user acknowledge that neither this nor any other warranty, express or implied, have been made to them by Kidde other than the Products sold by Kidde pursuant to the purchase order will conform to the size, model, and quantity of the goods set forth in the purchase order. Purchasers other than the end user agree to cooperate with Kidde in providing Kidde's warranty to the ultimate end user of the Product. Purchasers are not authorized to, and shall not, change, extend, or modify the warranty that Kidde supplies to the ultimate end user of the Product in any manner.

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Except as specifically stated in these Standard Terms and Conditions of Sale, remedies with respect to any Product manufactured or sold by Kidde, or with respect to any alleged breach of or default under these Standard Terms and Conditions of Sale (including any breach of warranty), shall be limited exclusively to the right of replacement or repair of the Product at Kidde's sole discretion. In no event shall Kidde be liable for consequential or special damages of any nature which may arise in connection with the Product or any breach or default under these Standard Terms and Conditions of Sale.

To the extent permitted by Law, the aggregate liability of Kidde hereunder whether in contract, tort (including negligence) or otherwise, will be limited to the purchase price of the Product. However, the forgoing limitation does not limit the liability of Kidde for third party claims for injury to, or death of a person, arising from the gross negligence of Kidde or an alleged defect in the Product.

2. ACCEPTANCE OF PURCHASE ORDERS: Kidde shall have no obligation, nor shall Kidde be bound, with respect to any purchase order, unless the purchase order has been accepted by Kidde. At its sole discretion, Kidde may elect to reject any purchase order submitted by Purchaser.
3. PAYMENT TERMS: Unless otherwise stated or agreed upon in writing by Kidde, standard payment terms for Product are cash in advance or Net 30 with approved credit.
4. PRODUCT LEAD TIME: Unless otherwise stated or agreed to in writing by Kidde, our standard lead time is a minimum of 4 days (order date to requested ship date) and will be shipped on a first come first served basis. All orders should be shipped within 5 business days of the requested ship date, and most will ship on the requested ship date, unless the order falls outside normal run-rates / hours of operation. Orders exceeding normal run-rates will be treated on a case by case basis and may warrant significantly greater lead times.
5. PACKAGING, CONFIGURATION, LABELING: Unless otherwise agreed to in writing by Kidde, Product shall be packaged for shipment on a standard 40 x 48 pallet. Standard pack configuration for all Product shall be master pack and all Product shall include Kidde's standard labeling.
6. SHIPMENT: Unless otherwise agreed to in writing by Kidde, shipment of all Product shall be FOB Origin Freight Collect Kidde's facility Mebane, NC or Fresno, CA.
7. DELIVERY AND FORCE MAJEURE: Shipping dates provided by Kidde are estimates only, and Kidde in no way guarantees that ordered Product will be shipped in accordance with estimated shipping schedules. Under no circumstances shall Kidde be liable for any loss, damage or delay due to any cause beyond its reasonable control, including but not limited to acts of government, terrorism, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, or any act of God.
8. PRICE CHANGE NOTIFICATION: Unless otherwise agreed to in writing by Kidde, prices for all Product are subject to change by Kidde without notice and orders calling for future delivery will be billed according to the price in effect at the time of the Product is shipped from Kidde's facility.

9. PRICE QUOTATIONS: Unless otherwise agreed to in writing by Kidde, written price quotations are effective only if obtained from Kidde. All price quotations shall automatically expire thirty (30) calendar days from the date issued and are subject to earlier termination by notice at any time during the thirty (30) day period.
10. CANCELLATIONS, MODIFICATIONS, AND RETURNS: Once placed, purchase orders may be cancelled or modified by the Purchaser only with the written consent of Kidde. If such consent is given and a purchase order is cancelled or modified, the Purchaser shall reimburse Kidde for all expenses (as determined by Kidde in its sole discretion) incurred prior to such cancellation. Product may be returned only with a prior written return material authorization ("RMA") obtained from Kidde and all product returned via RMA must be in original product packaging and be less than one (1) year old from the date of manufacture. All Product returned via RMA shall be subject to a 30% re-stocking fee. All Product returned pursuant to an RMA shall be shipped FOB to Kidde's facility.
11. FILLRATES: Unless otherwise agreed to in writing by Kidde, Kidde does not commit to specific fill rates.
12. TRADEMARKS AND TRADE NAMES: Purchaser acknowledges that all brand names, logos, and trademarks incorporated onto or associated with the Products (collectively, the "Kidde Marks") purchased hereunder and the Kidde trade name are and remain the exclusive property of Kidde. Purchaser understands that Purchaser does not acquire any rights in any of the Kidde Marks or trade names by purchasing the products hereunder. Purchaser will not: (a) attach any additional trademarks or trade names to the products sold by Kidde hereunder, or (b) remove or alter or overprint any of the Kidde marks or trade names provided hereunder. Purchaser shall not make any use of the Kidde Marks at any time except as otherwise authorized in writing by Kidde.
13. PROPRIETARY INFORMATION/NON DISCLOSURE: Purchaser acknowledges that any knowledge or information, including prototypes, designs, drawings, and data, which Kidde may have disclosed to Purchaser in connection with the order of the Products shall, at all times, remain the exclusive property of Kidde, and Purchaser shall acquire no interest in, or rights with respect to such proprietary information. Purchaser further acknowledges that such proprietary information constitutes a valuable, special, and unique business asset of Kidde and Purchaser will not now or at any time in the future use any such information in any manner or disclose any such information in any manner or disclose any such information to any person or entity, except as expressly permitted in writing by Kidde.
14. CUSTOM PRODUCTS/SKUS: Purchase Orders may only be submitted for existing Products and SKUs. Purchaser may not submit Purchase Orders for custom products or new SKUs without the express written consent of Kidde.
15. DEFAULT, REMEDIES AND TERMINATION: In the event that Purchaser fails to make payment when due for Products shipped to it, or otherwise breaches any provision of these Standard Terms and Conditions of Sale, Purchaser shall be liable for any loss suffered by Kidde by reason of such breach including but not limited to, costs of collection, attorney's fees, loss of Kidde's profits, and additional freight, storage, and handling costs. In such event, Kidde, at its sole discretion, may also terminate the Purchase Order, require that any shipment of Product be made C.O.D., demand cash in advance prior to filling any orders and place the Purchaser on credit hold. The above-listed remedies are cumulative and in addition to any other remedies available to Kidde at law or equity for the failure to pay for Products sold hereunder.
16. INDEMNIFICATION: Purchaser shall indemnify, defend and hold Kidde harmless from and against any and all third party claims, losses, liabilities and expenses (including without limitation, attorneys' fees) arising from the Products sold hereunder and where the sole basis of the third party claim is the alleged willful or negligent wrong doing of the Purchaser.
17. GOVERNING LAW: These Standard Terms and Conditions of Sale shall be governed and interpreted in accordance with the laws of the State of North Carolina. The state courts of North Carolina and the U.S. District Court for North Carolina shall have exclusive jurisdiction with respect to any and all claims made hereunder.
18. ASSIGNMENTS: Purchaser may not assign or transfer any of its rights or duties under these Standard Terms and Conditions of Sales without the written consent of Kidde. Kidde may, in its sole discretion, assign or transfer any or all of its rights or duties hereunder to any person or entity, including without limitation any affiliate or successor.
19. SEVERABILITY: In the event any provision of these Standard Terms and Conditions of Sale should be held unenforceable by a court of competent jurisdiction, such court is hereby authorized to amend such provision so that it will be enforceable to the greatest extent permitted by law, and all remaining provisions shall continue in full force and effect without being affected, impaired, or invalidated thereby.
20. WAIVER: Any failure by Kidde to enforce any provision of these Standard Terms and Conditions of Sale shall be not be construed as a waiver of its rights thereafter to enforce each and every provision herein.