

## Terms and Conditions of Sale

PLEASE READ THIS DOCUMENT VERY CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. YOUR ATTENTION IS DRAWN TO SECTIONS 9 AND 11 BELOW. YOU ARE ALSO HOWEVER ADVISED TO READ THE WHOLE OF THIS DOCUMENT VERY CAREFULLY. NO WARRANTY OR REPRESENTATION IS GIVEN AS REGARDS THE PERFORMANCE OF THE PRODUCTS IN HAZARDOUS SITUATIONS. CUSTOMERS ARE STRONGLY ADVISED TO AVOID HAZARDOUS SITUATIONS INCLUDING WITHOUT LIMITATION EXPOSURE TO ANTI-PERSONNEL LANDMINES OR OTHER EXPLOSIVE DEVICES. CUSTOMERS ARE ALSO ADVISED TO CARRY OUT THEIR OWN TESTS ON THE PRODUCTS TO DETERMINE SUITABILITY FOR ANY PARTICULAR USE. UNDER NO CIRCUMSTANCES SHOULD CUSTOMERS INTENTIONALLY STEP ON AN ANTI-PERSONNEL LANDMINE TO TEST THE PRODUCT. STEPPING ON AN ANTI-PERSONNEL LANDMINE COULD CAUSE SERIOUS INJURY OR DEATH.

This Agreement contains the terms and conditions that apply to your purchase from the BfR entity named on the invoice ("BfR") that will be provided to you ("Customer") on orders for products sold by BfR. Such entity is acting as principal and not as agent save only that in addition such entity is also acting as agent for the BfR entity which manufactured the products to the extent of agreeing all limitation of liability contained herein which shall accordingly apply to such BfR manufacturing entity in addition to applying to the BfR selling entity. By accepting delivery of the products described on that invoice, Customer agrees to be bound by and accepts these terms and conditions. THESE TERMS AND CONDITIONS APPLY UNLESS THE CUSTOMER HAS SIGNED A SEPARATE PURCHASE AGREEMENT WITH BfR EXPRESSLY EXCLUDING THESE TERMS AND CONDITIONS, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN. These terms and conditions are subject to change without prior written notice at any time, in BfR's sole discretion.

1. **Other Documents.** These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s), except as otherwise noted. Any attempt to alter, supplement or amend this document or to enter an order for product(s) that are subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and BfR.
2. **Governing Law.** THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF HONG KONG.
3. **Products.** The quantity, description or specification of, and price(s) of the products shall be those set out on the invoice. BfR may revise and discontinue products at any time. BfR will ship the products ordered as set out on the invoice, but changes between what is shipped and what is described in a specification sheet or catalogue are possible.
4. **Insurance.** BfR shall at the written request and cost of the Customer insure the products against such damage or loss as the Customer may specify, but BfR shall not act as an expert for the purposes of advising on the risks to be covered or the insured amount. Should such request be made, in the absence of any instructions to the contrary, the insured amount shall be the contract price of the products as stated on the invoice.
5. **Payment Terms; Orders; Quotes.** Terms of payment are within BfR's sole discretion, and unless otherwise agreed to by BfR, payment must be received by BfR prior to BfR's acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by BfR in writing. Invoices are due and payable within the time period noted on the invoice. BfR may invoice parts of an order separately. Orders are not binding upon BfR until accepted by BfR. Any quotations given by BfR will be valid for the period stated on the quotation.
6. **Shipping Charges; Taxes.** Separate charges for shipping and handling will be shown on BfR's invoice(s). The Customer is responsible for sales taxes, if any, associated with the order. If applicable, a separate charge for sales taxes will be shown on BfR's invoice.

7. **Time for Delivery.** Any date quoted for delivery of the products is approximate only and BfR shall not be liable for any delay in delivery of the products however caused. Time for delivery shall not be of the essence. The products may be delivered by BfR in advance of the quoted delivery date.
8. **Title; Risk of Loss.** Title to products passes from BfR to Customer on shipment from BfR's facility. Loss or damage that occurs during shipping by a carrier selected by BfR is BfR's responsibility. Loss or damage that occurs during shipping by a carrier selected by Customer is Customer's responsibility.
9. **Warranties.** THE LIMITED WARRANTIES APPLICABLE TO THE PRODUCTS ARE INCLUDED IN THE DOCUMENTATION ALONG WITH THE PRODUCTS AND CAN ALSO BE LOCATED ON-LINE AT [www.bfrboots.com](http://www.bfrboots.com). BfR MAKES NO EXPRESS WARRANTIES OR REPRESENTATIONS EXCEPT THOSE STATED IN THIS SECTION AND IN BfR'S APPLICABLE WARRANTY STATEMENT IN EFFECT ON THE DATE OF THE INVOICE. ANY SUCH WARRANTIES WILL BE EFFECTIVE, AND BfR WILL BE OBLIGATED TO HONOR ANY SUCH WARRANTIES, ONLY UPON BfR'S RECEIPT OF PAYMENT IN FULL FOR THE ITEM TO BE WARRANTED. BfR DISCLAIMS ALL OTHER WARRANTIES AND/OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BfR'S RESPONSIBILITY FOR WARRANTY CLAIMS IS LIMITED TO REPLACEMENT AS SET FORTH IN BfR'S APPLICABLE WARRANTY STATEMENT IN EFFECT ON THE DATE OF THE INVOICE. CUSTOMERS USING THE PRODUCTS DO SO ENTIRELY AT THEIR OWN RISK. WITHOUT PREJUDICE TO OR IN ANY WAY LIMITING THE FOREGOING, NO WARRANTY OR REPRESENTATION IS GIVEN AS REGARDS THE PERFORMANCE OF THE PRODUCTS IN HAZARDOUS SITUATIONS. CUSTOMERS ARE STRONGLY ADVISED TO AVOID HAZARDOUS SITUATIONS INCLUDING WITHOUT LIMITATION EXPOSURE TO ANTI-PERSONNEL LANDMINES OR OTHER EXPLOSIVE DEVICES. INJURY AND/OR DEATH MAY RESULT FROM SUCH SITUATIONS REGARDLESS OF THE USE OF THE PRODUCTS. CUSTOMERS ARE ALSO ADVISED TO CARRY OUT THEIR OWN TESTS ON THE PRODUCTS TO DETERMINE SUITABILITY FOR ANY PARTICULAR USE. HOWEVER, UNDER NO CIRCUMSTANCES SHOULD CUSTOMERS INTENTIONALLY STEP ON AN ANTI-PERSONNEL LANDMINE TO TEST THE PRODUCT. STEPPING ON AN ANTI-PERSONNEL LANDMINE COULD CAUSE SERIOUS INJURY OR DEATH. BfR reserves the right to modify its warranty at any time, in its sole discretion.
10. **Local Law Compliance.** The Customer warrants to BfR that it is authorized to purchase the products, that it has examined the laws of the local and/or national jurisdiction applicable to it and/or to the sale of the products and that the sale and purchase and /or use of the products in relevant jurisdictions by the purchaser will not infringe or result in any liability under the laws and /or regulations of such jurisdictions. The purchaser shall procure at its own expense that any onward sales and user of the products are made in compliance with all laws and regulations of relevant jurisdictions.
11. **Limitation of Liability.** BfR DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE OR SUITABLE FOR USE. BfR WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT SUCH (IF ANY) AS EXPRESSLY PROVIDED HEREIN OR IN ANY WRITTEN AGREEMENT EXPRESSLY PROVIDING THEREFOR WITH EXPRESS REFERENCE TO THIS DOCUMENT. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS, BfR IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF THE ACTUAL PRODUCTS (NET OF ANY TRANSPORT OR OTHER COSTS) UNDER THIS AGREEMENT PROVIDED FOR THE AVOIDANCE OF DOUBT THAT SAVE FOR PLACING A CAP ON LIABILITY THE FOREGOING SHALL NOT INFLUENCE ANY ASSESSMENT OF LIABILITY OR DAMAGES, THAT IS, ANY ASSESSMENT AS TO WHETHER THERE IS ANY LIABILITY AND IF SO WHETHER

DAMAGES MAY BE SOME LESSER AMOUNT THAN THE AMOUNT SO PAID. THE LIMITATIONS IN THIS DOCUMENT SHALL NOT EXCLUDE LIABILITY (IF IT WOULD OTHERWISE BUT FOR THIS DOCUMENT HAVE ARISEN) FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE (AS DEFINED IN SECTION 7 OF THE CONTROL OF EXEMPTION CLAUSES ORDINANCE) OF BfR.

12. **Dispute Resolution.** Any claim, or dispute or controversy (whether in contract, tort or otherwise) against BfR, its agents, employees, successors, assigns or affiliates (collectively for purposes of this paragraph, "*BfR*") arising out of or relating to this Agreement, BfR's advertising, or any related purchase (a "*Dispute*") will be settled by binding arbitration in Hong Kong in accordance with the Arbitration Rules of the Hong Kong International Arbitration Centre, for the time being in force, which rules are deemed incorporated by reference to this paragraph. The tribunal shall consist of a single arbitrator to be appointed by the chairman of the Hong Kong International Arbitration Centre. The language of the arbitration shall be the English language. The decision of the arbitrator shall be final binding and incontestable. The existence or results of any arbitration will be treated as confidential.
13. **Force Majeure.** BfR shall not be liable for any loss or damage caused by the delay in the performance or non-performance of any of its obligations hereunder which is occasioned by any cause beyond BfR's control, including without limitation any act of God, war, civil disturbance, requisitioning, governmental regulations, restrictions, prohibitions or enactments of any kind, import or export regulations, strikes, lock-out or labour dispute (whether involving its own employees or those of any other person), difficulties in obtaining workmen or materials or shipping space for transporting the products or any part thereof from the manufacturer's country to BfR's facility, breakdown of machinery, fire, weather or accident.
14. **Headings.** The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.