



Terms and Conditions of Sale

- 1) **Acceptance of Terms:** By accepting delivery of the goods from Waterbury Button Company (a division of OGS Technologies, LLC) ("Company"), the customer ("Customer") agrees to be bound by and accepts these terms and conditions unless the Customer and Company have both signed a separate formal purchase agreement.
- 2) **Payment Terms:** Payment terms are within the Company's sole discretion, and unless otherwise agreed to by the Company, payment must be received by the Company prior to the Company's acceptance of an order. Payment for the products will be made by check, credit card, wire transfer, or some other prearranged payment method agreed to by the Company. Invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice.
- 3) **Cancellation Policy:** If the customer cancels a purchase order, they are responsible for paying any costs incurred by the Company up to the point of cancellation. This includes, but is not limited to, materials acquired, work already performed, and any other expenses directly related to the order.
- 4) **Product Exchanges:** The Company is committed to ensuring customer satisfaction with our products. If you find the delivered goods to be defective or not as ordered, you may request an exchange of the product. Please note that exchange requests must be made within 90 days from the date of delivery. To initiate an exchange, the customer must notify the Company within this 90-day period, providing details of the issue and the order information. Upon receiving your request, the Company will verify the claim and, if approved, will process the exchange. Any exchanges will require the defective items to be returned to the Company. Please be aware that exchanges are limited to defective items or errors in order fulfillment, and the items must be returned in their original condition. Except for the exchanges noted above, all sales are final, and no refunds will be issued.
- 5) **Intellectual Property and Licensing:** The Company is not responsible for determining whether any licensing is required for any intellectual property associated with products manufactured or supplied by the Company. The Customer is solely responsible for ensuring that all necessary intellectual property rights, including licenses and permissions, are obtained for any images, logos, or other materials provided to the Company for use in the manufacturing process. The Company shall not be liable for any infringement of copyright, trademarks, or other intellectual property rights resulting from the unauthorized use of such materials by the Customer.
- 6) **Use of Military Specifications and Insignias:** The Customer is solely responsible for the lawful and appropriate use of any products containing military specifications or insignias purchased from the Company. It is the Customer's duty to ensure that these items are used in compliance with all applicable laws and regulations and are sold only to parties who are authorized to purchase and use such products. Misuse of military specifications and insignias can result in severe legal consequences.
- 7) **Customer Information:** The Company reserves the right to collect, store, and use customer information obtained during the order process for internal business purposes, such as order fulfillment, customer service, and marketing analysis. In the event of a business transaction, such as a merger, acquisition by another company, or sale of all or a portion of its assets, the Company may transfer customer information to the succeeding entity. The use of this information by the succeeding entity will be governed by this agreement, unless the customer is notified otherwise.
- 8) **Ownership of Tooling:** Notwithstanding any financial contribution from the customer towards the creation or acquisition of tooling, all such tooling, including molds, dies, fixtures, and equipment, used in the manufacture of products shall remain the exclusive property of the Company. The Company retains full ownership of all tooling and related intellectual property rights, irrespective of any customer investment, unless otherwise agreed in a written contract. This policy ensures that the Company can maintain quality control and operational efficiency across all production processes.
- 9) **Delivery and Risk of Loss:** The Company will arrange for shipment of the ordered products to the Customer, using the Company's standard methods for packaging and shipping such products. You agree that delivery of the products to the carrier constitutes delivery to you, and the risk of loss passes to you at this point. You are responsible for filing any claims with carriers for damaged and/or lost shipments.
- 10) **Limitation of Liability:** In no event shall the Company be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Company has been advised of the possibility of any such damage. In no event shall the Company's maximum aggregate liability exceed the total amount paid by the customer for the products in the order.
- 11) **Sales Tax:** The Company will automatically charge and withhold the applicable sales tax for orders. For orders shipped to other states, the Customer is solely responsible for all sales taxes or other taxes.
- 12) **Governing Law and Jurisdiction:** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the state of Connecticut.
- 13) **Entire Agreement:** This Agreement supersedes all prior proposals, negotiations, representations, agreements and understandings between the parties, including those contained in any confidentiality agreements, and all terms and conditions contained in any Customer-provided purchase orders, and constitutes the complete and exclusive agreement between Customer and Company regarding the subject matter hereof, and the Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in this Agreement. Any reference to a purchase order or similar documentation on an invoice or other acceptance thereof is solely for Customer's convenience in record keeping, and no such reference or the sale of products to the Customer shall be deemed an acknowledgement of or agreement to any terms or conditions associated with any such purchase order or other Customer-provided documentation. Any such associated terms and conditions shall be of no force and effect, and shall not in any way be deemed to amend, modify, supersede, alter or supplement this Agreement.

By accepting delivery of the goods, you acknowledge that you have read, understood, and agreed to be bound by these terms and conditions.



Notice of Potential Pricing Changes for Long-Term Scheduled Deliveries

Dear Valued Customer,

Thank you for placing your order with Waterbury Button Company. We appreciate your business and look forward to fulfilling your requirements. Please be advised of the following policy regarding purchase orders (POs) with scheduled deliveries extending beyond three (3) months from the date of the order. While we seek to keep pricing in-line with the existing price, raw material fluctuations can make this not feasible:

Raw Material Price Fluctuation Policy for Scheduled Deliveries:

1. Price Adjustment Notification:

- Any PO for scheduled deliveries more than three (3) months in the future may be subject to price adjustments based on changes in the cost of raw materials.
- Our company will monitor raw material prices and assess the need for any price adjustments periodically.

2. Communication of Price Changes:

- In the event of a necessary price adjustment, our company will communicate the revised pricing to you at least thirty (30) days before the scheduled delivery date.
- The communication will include a detailed explanation of the factors leading to the price change and the new proposed pricing.

3. Customer Confirmation:

- You must confirm acceptance of the revised pricing in writing within ten (10) business days of receiving the price adjustment notification.
- If you do not confirm acceptance of the new pricing within the specified timeframe, the scheduled delivery may be delayed or the PO may be subject to cancellation.

We are committed to maintaining transparency and ensuring that you are well-informed about any potential price changes that may affect your orders. If you have any questions or need further clarification regarding this policy, please do not hesitate to contact Customer Service or your Sales Representative.

Thank you for your understanding and continued partnership.

Sincerely,

Waterbury Button Company

Custservice@waterburybutton.com

203.271.9055