



## TURTLE PLASTICS POLICIES AS OF NOVEMBER 1, 2024

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In Turtle Plastics Policies, these terms and conditions govern the sale of Products ("Product" or "Products") by Cleveland Reclaim Industries dba Turtle Plastics ("CRI") ("Seller"). In Turtle Plastics Policies, these terms and conditions ("Agreement") take precedence over Buyer's supplemental or conflicting terms and conditions to which notice of objection is hereby given. Shipment of any products by Seller will be on these terms and conditions and no modification shall be effected by the acknowledgment or acceptance of any purchase order forms containing different terms and conditions from those set forth herein.

- 1. Orders:** All orders placed by Buyer are subject to acceptance by Seller. Orders may not be cancelled or rescheduled without Seller's written consent. All orders must identify the products, unit quantities, part numbers, applicable prices and requested delivery dates of the Products being purchased. All orders will be received by emailing your purchase order to [orders@turtleplastics.com](mailto:orders@turtleplastics.com).
- 2. Prices:** The prices of the Products are specified on the front of the invoice. All prices and payments are based on U.S. dollars. Pricing for undelivered Products may be increased in the event of an increase in Seller's cost, change in market conditions or any other causes beyond the Seller's reasonable control. Price quotations shall automatically expire in thirty (30) calendar days from the date issued, or as otherwise stated in the quotation.
- 3. Taxes:** Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including federal, state and local sales, excise and value added, goods and services taxes, and any other taxes. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including

penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on Seller's invoice.

- 4. Payment:** Payment may be made by check, money order, credit card, or wire transfer (all fees related to the foregoing to be paid by Buyer). Where Seller has extended credit to Buyer on a pre-approved basis, the terms of payment shall be net thirty (30) calendar days from date of invoice, without offset or deduction. On any past-due invoice, Seller may impose an interest charge at the rate of one and a half percent (1.5%) per month. If Buyer fails to make any payment when it is due, or if Seller has any reason to doubt Buyer's financial solvency, Seller may change or withdraw credit and suspend or cancel performance under any or all purchase orders or agreements in which Seller has extended credit to Buyer. In the event of default by Buyer, Seller shall be entitled to costs, fees, and expenses, including but not limited to, recovery of attorneys' fees, court costs and fees, and collections costs.
- 5. Delivery and Title:** Title and risk of loss pass to the Buyer upon delivery of the Product to the carrier. Methods and routing of shipment are at Seller's discretion unless Buyer supplies explicit instructions. Seller's delivery dates are estimates only and Seller is not liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of the Seller, nor shall the carrier be deemed an agent of the Seller. A delayed delivery of any part of a purchase order does not entitle Buyer to cancel other deliveries.
- 6. Acceptance/Returns:** All returns and exchanges of Products must be new, unused and contain all original packaging and other materials or accessories and be accompanied by a Return Goods Authorization (RGA). An RGA may be obtained from Seller by phoning Seller at any time within 90 calendar days of Buyer's receipt of shipment. Regardless of when the RGA is issued, all returns must be completed within 14 days of the issuance of the RGA. All returns (other than those referenced in Section 7 below) will be subject to a restocking charge equivalent to 15% of the invoiced amount. Buyer must also pay all freight charges associated with shipping the Product back to Seller. Upon arrival at Seller's facility, returned Products will be verified and Buyer will be notified of any discrepancies. If the returned Products are in a new and unused condition such Products contain all original packaging and other materials and accessories, a credit memo will be issued for the invoice amount, less the restocking fee. Any credit applied to the account of a Buyer must be used within one (1) year and any unused credits remaining after this time period will be cancelled. Notwithstanding any of the foregoing, Buyer may not under any circumstances return Custom Products (as defined in Section 11) or Products that have been discontinued by Seller.
- 7. Shortages/Discrepancies:** Any shortages or discrepancies with Buyer's purchase order must be reported to Seller within 10 calendar days of receipt of shipment. If Buyer notifies Seller within such 10-day period, Buyer may return the Products to Seller at no cost to Buyer. Any Product returned by Buyer must be new, unused and contain all original packaging and other materials or accessories and be accompanied by an RGA. An RGA may be obtained from Seller by phoning the appropriate organization. Any returns due to shortages or discrepancies shall not be subject to the restocking fee referenced in Section 6.

## 8. Limited Warranties:

### DURA CRIB BRAND PRODUCTS

- 1) Cleveland Reclaim Industries Inc. dba Turtle Plastics (hereinafter “Company”) warrants solely to the original purchaser at retail of its Dura Crib Products (hereinafter “Product”) that:
  - a. For five (5) years from the date of the original purchase at retail, Company will provide a replacement Product for any Product that breaks for any reason other than abuse or damage due to misapplication or improper installation or stabilization maneuver. No monetary value will be given for a warranty claim.
  - b. For ten (10) years from the date of the original purchase at retail, Company will provide a replacement on any Product that is sagging for any reason other than damage due to misapplication, overloading of product or improper installation. No monetary value will be given for a warranty claim.
  - c. For fifty (50) years from the date of the original purchase at retail, Company will provide a replacement Product for any Product that becomes defective because of rot, termite infestation or corrosion. No monetary value will be given for a warranty claim.
- 2) A Product shall be deemed broken or defective when it lacks the capacity to perform the primary function for which it was manufactured as determined by Company.
- 3) The lanyard and plug do not carry any warranty provision.
- 4) Company shall not warrant any Product whose manufacturing production identification label is altered, including changing the Company’s name, logo, product working load, country of origin, phone number and technical information website link. Company will replace any missing or lost product identification found on Product free of charge.
- 5) TO OBTAIN PERFORMANCE UNDER THIS WARRANTY, the original purchaser at retail must submit and complete online the requisite claim form found on the Company’s website. Once a claim form has been submitted along with the necessary supporting documentation, the original purchaser shall receive a Return Goods Authorization number. Once a number has been generated, please return the broken or defective Product to Company postage paid, with a copy of the invoice documenting the date of purchase. Any Product returned for replacement under this warranty must be clearly marked with a “warranty return authorization code,” which the original purchaser at retail may obtain from Company. Company will ship a replacement Product to the original purchaser at retail, postage due, within ten (10) days or as soon as product becomes available of receiving the broken or defective Product. Company reserves the right to challenge any warranty claim for failures resulting from obvious abuse or damage due to misapplication or improper installation.
- 6) ANY EXPRESS WARRANTY NOT PROVIDED HEREIN, AND ANY REMEDY FOR BREACH OF CONTRACT WHICH BUT FOR THIS PROVISION MIGHT ARISE BY IMPLICATION OF OPERATION OF LAW, IS HEREBY EXCLUDED AND DISCLAIMED. THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT ANY PRODUCT SHALL BE FIT FOR ANY PARTICULAR PURPOSE OR AN IMPLIED WARRANTY THAT ANY GOODS SHALL BE MERCHANTABILITY. THE ORIGINAL PURCHASER AT RETAIL ACKNOWLEDGES THAT SAID PURCHASER IS NOT RELYING ON COMPANY’S SKILL AND JUDGEMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR USE.

- 7) UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO THE ORIGINAL PURCHASER AT RETAIL OR ANY OTHER PERSON FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, OR OTHERWISE. COMPANY SHALL IN NO EVENT BE LIABLE FOR ANY BREACH OF WARRANTY IN AN AMOUNT EXCEEDING THE ORIGINAL PURCHASE PRICE OF ANY PRODUCT.
- 8) COMPANY SHALL IN NO EVENT BE BOUND BY ANY STATEMENT OR REPRESENTATION AS TO THE QUALITY OR PERFORMANCE OF ANY PRODUCT, OTHER THAN AS CONTAINED IN THIS WARRANTY.
- 9) PRODUCTS PROVIDED AS SAMPLES OR AT NO CHARGE ARE NOT CONSIDERED WARRANTIED AND MAY NOT BE RETURNED FOR ANY CASH VALUE OR REPLACEMENT.
- 10) COMPANY RESERVES THE RIGHT, AT ITS DISCRETION, TO CHANGE, MODIFY, ADD, OR REMOVE PORTIONS OF THE WARRANTY AT ANY TIME BY POSTING THE AMENDED WARRANTY ON ITS WEBSITE AT [HTTPS:// WWW.TURTLEPLASTICS.COM/RESOURCES/](https://www.turtleplastics.com/resources/). PLEASE CHECK WARRANTY PERIODICALLY FOR CHANGES OR CALL OUR OFFICE AT 1-800-756-6635 IF YOU WOULD LIKE THE MOST RECENT WARRANTY.
- 11) DO NOT RENT OR LEASE ANY PRODUCT WITHOUT PRIOR WRITTEN CONSENT OF TURTLE PLASTICS. DOING SO WITHOUT PERMISSION WILL VOID ANY WARRANTY OR PRODUCT LIABILITY OF THE MANUFACTURER.
- 12) DO NOT USE PRODUCTS FOR CRIBBING, SHORING, OR STABILIZATION APPLICATIONS IN ANY CRANE EQUIPMENT.
- 13) THE COMPANY STRONGLY RECOMMENDS THAT GENUINE DURA CRIB PRODUCTS ARE USED DURING CRIBBING APPLICATIONS AND THE USE OR MIXING OF OTHER PRODUCTS OR MATERIALS IN THE CRIB STACK MAY ALTER THE PERFORMANCE OF THE COMPANY'S PRODUCTS, CAUSE SERIOUS INJURY TO THE USER, DAMAGE TO THE EQUIPMENT AND CANCEL THE LIMITED WARRANTY PROVIDED HEREIN.

#### **DURA STAT®/DURA BLEND LUMBER/UHMW BRAND PRODUCTS**

- 1) Cleveland Reclaim Industries Inc. dba Turtle Plastics (hereinafter "Company") warrants solely to the original purchaser at retail of its Dura Stat ("DS Product")/Dura Blend Lumber ("DBL Product") and Ultra High Molecular Weight Polyethylene (hereinafter "UHMW Product") that:
  - a. For one (1) year from the date of the original purchase at retail, Company will provide a replacement for DS, DBL OR UHMW Product that breaks for any reason other than abuse or damage due to misapplication or improper installation. No monetary value will be given for a warranty claim.
  - b. For fifty (50) years from the date of the original purchase at retail, Company will provide a replacement DS, DBL OR UHMW Product that becomes defective because of rot, termite infestation or corrosion. No monetary value will be given for a warranty claim.
  - c. Included are warranty provisions 2-13 above. No monetary value will be given for a warranty claim.
- 2) THE LIMITED WARRANTY PROVIDED FOR HEREIN WILL BE CANCELED SHOULD THE ORIGINAL PURCHASER USE DS OR DBL PRODUCTS IN ANY BOX CRIBBING APPLICATION OR STACKING CONFIGURATION.
- 3) THE LIMITED WARRANTY PROVIDED FOR HEREIN WILL BE CANCELED SHOULD THE ORIGINAL PURCHASER RENT OR LEASE DS OR DBL PRODUCTS TO ANOTHER 3<sup>RD</sup> PARTY WITHOUT PRIOR WRITTEN CONSENT OF TURTLE PLASTICS.

- 4) THE LIMITED WARRANTY PROVIDED FOR HEREIN WILL BE CANCELED SHOULD THE ORIGINAL PURCHASER USE DS OR DBL IN ANY CRANE APPLICATION.
- 5) THE LIMITED WARRANTY PROVIDED FOR HEREIN WILL BE CANCELED SHOULD THE ORIGINAL PURCHASER USE UHMW PRODUCTS FOR CRIBBING, SHORING, OR STABILIZATION APPLICATIONS IN ANY CRANE EQUIPMENT.

### **TURTLE TILE® AND TURTLE RAMP PRODUCTS**

- 1) Cleveland Reclaim Industries Inc. dba Turtle Plastics (hereinafter “Company”) warrants to the original purchaser at retail of its Published Products (hereinafter “Product”):
  - a. ½” and ¾” Turtle Tile - 1212 (black and color)
  - b. ¾” 3T Turtle Tile – 12123T (black)
  - c. ¾” Super Soft Turtle Tile - 1212SS (black and color)
  - d. ¾” Ultra Soft Turtle Tile - 1212US (black)
  - e. ¾” Solid Surface Turtle Tile - 1212S (black and color)
  - f. ¾” Solid Super Soft Turtle Tile - 1212-S-SS (black and color)
  - g. Ramps - AM/AF – all sizes (black and color, non-grit)
- 2) The materials and workmanship used in the construction of the Turtle Tile products above are backed by a five (5) year warranty under normal workplace conditions. Turtle Tile that has the grit coating is not warrantied; all other Turtle Tile products not listed above (i.e., ezMat, Personal Comfort Stations and other custom built, custom welded tile products) carry a one (1) year warranty from date of purchase. Products provided as samples or at no charge are not considered warrantied and may not be returned for any cash value or replacement.
- 3) TO OBTAIN PERFORMANCE UNDER THIS WARRANTY, the original purchaser at retail must call the Turtle Plastics corporate office listed above to obtain a Return Goods Authorization number. Once a number has been generated, please return the broken or defective Product to Company postage paid, with a copy of the invoice documenting the date of purchase. Any Product returned for replacement under this warranty must be clearly marked with a “warranty return authorization code,” which the original purchase at retail may obtain from Company. Upon receiving the broken or defective Product, the Company will ship a replacement Product to the original purchaser at retail, postage due, within ten (10) days or as soon as product becomes available. The company reserves the right to challenge any warranty claim for failures resulting from obvious abuse or damage due to misapplication or improper installation.
- 4) ANY EXPRESS WARRANTY NOT PROVIDED HEREIN, AND ANY REMEDY FOR BREACH OF CONTRACT WHICH BUT FOR THIS PROVISION MIGHT ARISE BY IMPLICATION OF OPERATION OF LAW, IS HEREBY EXCLUDED AND DISCLAIMED. THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT ANY PRODUCT SHALL BE FIT FOR ANY PARTICULAR PURPOSE OR AN IMPLIED WARRANTY THAT ANY GOODS SHALL BE MERCHANTABLE. THE ORIGINAL PURCHASER AT RETAIL ACKNOWLEDGES THAT SAID PURCHASER IS NOT RELYING ON COMPANY’S SKILL AND JUDGEMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR USE.
- 5) UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO THE ORIGINAL PURCHASER AT RETAIL OR ANY OTHER PERSON FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, OR OTHERWISE. THE COMPANY SHALL IN NO EVENT BE LIABLE FOR ANY BREACH OF WARRANTY IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF ANY PRODUCT.

- 6) THE COMPANY SHALL IN NO EVENT BE BOUND BY ANY STATEMENT OR REPRESENTATION AS TO THE QUALITY OR PERFORMANCE OF ANY PRODUCT, OTHER THAN AS CONTAINED IN THIS WARRANTY.
9. **Limited Liability of CRI:** CRI and its authorized agents, distributors and representatives do not guarantee the performance of any CRI product in the customer's use from anything other than defects in workmanship and material as provided for herein. Proper use by the customer is necessary for the effectiveness of the product, as well as the safety of those using same. The user is solely responsible for determining the suitability of any CRI product for any intended use. The user assumes all risk and liability for use of any CRI product. User specifically acknowledges receipt of proper instructions regarding the use of the product in the original packaging and disclaims any consequential damages to person or property, damages for loss of use, lost time, loss of profit, lost income, loss of the CRI's product itself and/or other incidental or consequential damages other than as warranted by this limited warranty. User accepts the responsibility of removing from service any product that becomes worn out, unusable, unfit for intended use or defective in any way such as to make the product a potential safety hazard. CRI is unable to undertake such obligations or responsibilities on behalf of the user as the user is in sole possession and control of the product.
10. **Use and Selection of Products:** Seller and its authorized agents, distributors and representatives do not guarantee the performance of any Product in the Buyer's use as the manufacturer is unable to assure proper use by Buyer. Proper use and installation by Buyer are necessary for the effectiveness of the Product, as well as the safety of those using the Products. The buyer is solely responsible for determining the suitability of any Product for its intended use and assumes all risk and liability for use of any Product. Buyer accepts the responsibility of understanding how to use Products correctly based on their industry standards and for removing from service any Product that becomes worn out, unusable, unfit for intended use or defective in any way such as to make the Product a potential safety hazard. Seller is unable to undertake such obligations or responsibilities **on** behalf of Buyer as Buyer is in sole possession and control of the Product.
11. **Custom Products:** Buyer may order custom products ("Custom Product(s)") created to customer's specifications. Seller is not responsible for verifying or confirming the accuracy of specifications provided by Buyer to Seller for Custom Products. SELLER'S LIMITED WARRANTY TERMS INCLUDED IN THESE TERMS AND CONDITIONS DO NOT APPLY TO CUSTOM PRODUCTS. THE PRODUCT WARRANTY PROVIDED BY THE MANUFACTURER AND/OR SUPPLIER WILL BE BUYER'S SOLE REMEDY. All Custom Products are sold on a "FINAL SALE" basis only, and no cancellations, returns, refunds or credits are allowed.
12. **Force Majeure:** Seller is not liable for failure to fulfill its obligations for any accepted purchase order or for delays in delivery due to causes beyond Seller's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources. If a force majeure event occurs, Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure event without subjecting Seller to any liability or penalty.

Seller may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Buyer.

**13. Technical Assistance or Advice:** If technical assistance or advice are offered or given to Buyer, such assistance or advice is given free of charge and only as an accommodation to Buyer. Seller shall not be held liable for the content or Buyer's use of such technical assistance or advice, nor shall any statement made by any of Seller's representatives in connection with the Products constitute a representation or warranty, express or implied.

**No Offset:** Any delivery not in dispute shall be paid for regardless of other disputes relating to other delivered or undelivered product orders.

**14. Intellectual Property:** Buyer shall have no right, title, or interest in the trade names, trademarks, trade dress, copyrights, patents, domain names, product names, catalogs or any other intellectual property rights of Seller, or any trademarks or service marks owned by suppliers to Seller. All materials contained on any website operated by Seller are subject to the ownership rights of Seller and its suppliers. Buyer shall have no right to copy or use any of the intellectual property of Seller or its suppliers without Seller's permission.

**15. General:** (a) The laws of the State of Ohio will exclusively govern any dispute between Seller and Buyer and any disputes arising here under will be venued in the State of Ohio; (b) Buyer may not assign this Agreement without the prior written consent of Seller. Seller or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successors and assigns, (c) Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses. (d) The relationship between Buyer and Seller shall be that of an independent contractor. If any of the provisions contained herein are deemed illegal or unenforceable, such determinations shall not affect the validity of the remaining terms and conditions and the remaining terms will continue in force and effect to the fullest extent permitted under applicable law. (e) Seller reserves the right to correct all typographical, computation or other errors in quotations. All inquiries may be sent to Turtle Plastics, 7400 Industrial Parkway Drive, Lorain, OH 44053.