

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms and Conditions") will apply to all sales of Winchester 8 gauge loads and associated goods, products, and material (collectively, the "Products") by Olin Winchester, LLC ("Olin") that are identified in an order accepted by Olin ("Order" and, together with the Terms and Conditions, the "Contract"). All purchases by customer ("Customer") are expressly limited and conditioned upon acceptance of the Terms and Conditions. Olin objects to and rejects any provision additional to or different from the Terms and Conditions that may appear in Customer's purchase order, acknowledgement, confirmation, writing, or in any other prior or later communication from Customer to Olin.

1. Unless otherwise stated in the Order, Olin's price does not include: (a) transportation, handling, crating or packaging charges, or (b) sales, harmonized sales, goods and services, use or value-added tax or any other tax, excises, duties, tariffs, fees or other governmental charges that Olin may be required to pay or collect under any existing or future law, with respect to the import/export, sale, transportation, delivery or storage of any Products sold by Olin.
2. Unless otherwise specified in the Order, payment must be received by Olin net 30 days from invoice date. All payments shall be made in the currency listed in the Order, or, if not so listed then in U.S. dollars. All past due balances are subject to a service charge equal to the maximum rate permitted by law in the state where Customer conducts its business or twenty-one percent (21%) per annum, whichever is lower. In the event that any balance becomes past due or in the sole opinion of Olin, Customer's financial or business position undergoes a material adverse change, Olin shall have the right to require the immediate payment of all outstanding balances, regardless of any dating terms previously granted.
3. Acceptance by the Customer of each delivery shall constitute a separate contract with respect to the amount thereof. The terms and conditions of any letter of credit obtained by Customer shall be consistent herewith. Olin, however, reserves the right to change the terms of payment and/or require payment in advance as a condition of shipment, in the event that a change in conditions occurs.
4. Olin warrants to the Customer that the Products furnished by Olin hereunder are free from defects in workmanship and material for the Warranty Period. If, within one (1) year from the date of delivery to Customer of any Product sold hereunder (the "Warranty Period"), Customer establishes to Olin's satisfaction that such Product is defective in either workmanship or material and within sixty (60) days of discovery of such defect Customer provides Olin written notice thereof, Olin shall, at its sole option and as its sole liability, repair or replace such defective Product free of charge, FOB Olin's East Alton, Illinois plant. Olin's obligations hereunder are conditioned upon the Product having been properly stored, not having been subject to accident, misuse, or abuse, and upon Customer giving Olin full access to its facilities and records to investigate the cause of the alleged defect. REPAIR OR REPLACEMENT HEREUNDER FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF OLIN TO THE CUSTOMER, WHETHER BASED ON CONTRACT, NEGLIGENCE, OR OTHERWISE WITH RESPECT TO, OR ARISING OUT OF THE PRODUCT AND THIS CONTRACT. THE ABOVE STATED WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES AND REMEDIES ARE HEREBY WAIVED AND DISCLAIMED.
5. LIMITATIONS OF LIABILITY: THE PARTIES AGREE THAT OLIN SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (SUCH AS, BUT NOT LIMITED TO, DAMAGE OR LOSS OF PROPERTY, OR OF EQUIPMENT, OR LOSS OF PROFITS OR REVENUE, OR LOSS OF USE, COST OF CAPITAL, OR CLAIMS OF CUSTOMERS OF THE CUSTOMER) WHETHER ARISING UNDER WARRANTY/GUARANTEE, CONTRACT, NEGLIGENCE (INCLUDING NEGLIGENCE MISREPRESENTATION), STRICT LIABILITY, INDEMNIFICATION, OR ANY OTHER CAUSE OR COMBINATION OF CAUSES, INCLUDING ANY THEORIES OF CONCURRENT LIABILITY ARISING FROM A DUTY OF CARE BY OPERATION OF LAW OR OTHERWISE. THE REMEDIES OF THE CUSTOMER SET FORTH ABOVE ARE EXCLUSIVE, AND THE LIABILITY OF OLIN WITH RESPECT TO THIS CONTRACT, ANY OFFER, OR ANY OTHER CONTRACT OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, ASSEMBLY, SALE, DELIVERY, RESALE, OR USE OF ANY PRODUCT COVERED BY OR FURNISHED HEREUNDER, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY OR OTHERWISE, SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER UNDER THE SPECIFIC PURCHASE ORDER UNDER WHICH THE APPLICABLE PRODUCTS WERE SOLD BY OLIN TO CUSTOMER.
6. All Products are packed with care and delivered to the carrier prior to shipment. The carrier is then responsible for safe carriage and claims should be filed against it for any damage, defacement, or loss occurring in transit. The weight, tares, and tests fixed by Olin's invoice shall govern unless proven to be incorrect. Claims relating to quality, quantity, weight, condition, and loss of or damage to any of the Products sold hereunder shall be waived by Customer unless made within ten (10) days after receipt of Products by Customer.
7. The Customer is responsible for payment of each shipment hereunder as a separate transaction without reference to any other shipment. Olin may, at its option, deliver the Products and quantity herein specified from production points other than that shown, provided that such delivery shall be made at the contract price.
8. In the event Olin fails to make any one or more deliveries hereunder when due or otherwise fails to comply with the terms of this Contract or other agreement with Customer, because of any contingency or event beyond the reasonable control of Olin, such as, but not limited to, acts of God, bad weather, strikes, lockouts, shortage of labor, labor troubles, or other industrial disturbances, acts of public enemy, wars (whether or not affecting the countries of the contracting parties), blockades, hazards of navigation, epidemics, pandemics, fires, allocation or shortages of or inability to obtain fuel, electric power, steam, containers, transportation, raw material or manufactured products, embargo, restriction of transportation facilities, action of any governmental authority, voluntary or involuntary compliance with any law, order, regulation or request of the government of the United States, and/or any foreign government, or of any State or of any agency, department, or officer thereof, inability to obtain a United States Government export license, or any other license or licenses that may be required, civil disturbances, explosions, breakage or accident to machinery, and/or any other causes

beyond Olin's reasonable control, whether of the kind herein enumerated or otherwise, then such failure shall not constitute a breach of contract nor a default hereunder and Olin shall not be subject to any liability to the Customer. In the event of any such delay, Olin's time for performance shall be extended by the time reasonably sufficient to make up for such delay. Olin shall not be obligated to deliver the Products to be supplied hereunder from other than its own production and Olin shall not be obligated to rebuild or repair uses. Olin may distribute among its customers on any basis as Olin deems fair and reasonable, and in such event Olin shall not be liable to Customer for failure to deliver all or part of the quantities sold hereunder. The settlement of strikes or lockouts affecting Olin's performance hereunder shall be entirely within the discretion of Olin. In order to perform this Contract, Olin shall not be required to purchase from others or buy in the open market the Products produced and sold hereunder, or any containers, raw materials, electric power, steam, or other utilities, or fuel, used in Olin's production or delivery of the Products, delivery of which has been allocated, stopped, defaulted, or refused by Olin's suppliers, or to purchase or use any substitutes for the foregoing.

9. In the event any governmental action or request, now or hereafter in effect, prevents Olin from making a price increase in accordance with the terms hereof or continuing any price in effect, Olin may, at its option, terminate this Contract or suspend collection of the price increase in whole or in part until permitted by governmental action.
10. If Olin should elect to discontinue, curtail or limit the production or sale of the specific Products sold under this Contract in consequence of the application of any Federal, State, or Local statute, rule, regulation, standard, or order such as, but not limited to, those relating to air, water, and other pollution controls, occupational safety and health, product safety, packaging, sale, use or application, consumer protection or transportation, compliance with which will render, in Olin's sole judgment, the production, marketing or transportation of the Products economically, technically and/or commercially infeasible, then and in such event Olin may, upon 60 days' notice to Customer, terminate this Contract without liability to the Customer or any third party.
11. In the event that any Federal, State, or Local excise or other tax, assessment, license fee or other charge, or increases thereof, shall be levied or assessed or charged, on or for the sale, production or transportation of the Products sold hereunder, then in any such event the price or prices set forth in this Contract shall be increased in an amount sufficient to cover said tax, assessment, license fee, or other charge.
12. Transportation charges, insurance premiums, and other forwarding expenses if prepaid by Olin shall be added to the total invoice prices that are payable by Customer. Where the price specified herein provides for absorption by Olin of freight charges, either as a whole or in part, Olin shall have the right to select the means of transportation. If Customer requires a means of transportation other than that selected by Olin, any extra costs incurred by reason of using such other means shall be paid by Customer. If freight or other transportation costs are included in the contract price and the present freight rates are changed, Olin may add any such increase to the contract price.
13. TITLE TO AND RISK OF LOSS OF ALL PRODUCTS SOLD HEREUNDER SHALL PASS TO CUSTOMER UPON OLIN'S DELIVERY TO CARRIER AT POINT OF SHIPMENT AS SHOWN IN THE ORDER (OR IF NO POINT OF SHIPMENT IS SHOWN IN THE ORDER THEN AT OLIN'S APPLICABLE FACILITY) WHETHER OR NOT OLIN PAYS ALL OR ANY PART OF THE FREIGHT.
14. Olin's or Customer's waiver of any breach or failure to enforce any of the terms or conditions of this Contract shall not in any way affect, limit or waive such party's right at any time to enforce strict compliance with every term and condition hereof.
15. IT IS AGREED THAT CUSTOMER ASSUMES ALL RISKS AND LIABILITY FOR RESULTS ARISING OUT OF UNLOADING, DISCHARGE, STORAGE, HANDLING, AND USE OR SALE OF ANY PRODUCTS COVERED BY THIS CONTRACT, INCLUDING THE USE OF SUCH PRODUCTS ALONE OR IN COMBINATION WITH OTHER SUBSTANCES OR IN THE OPERATION OF ANY PROCESS AND FOR, OR ARISING OUT OF COMPLIANCE OR NONCOMPLIANCE WITH FEDERAL, STATE, MUNICIPAL, OR LOCAL LAWS AND REGULATIONS WITH REFERENCE THERETO.
16. Delivery dates noted on an Order are estimates. Olin does not guarantee a specific delivery date.
17. Shipment dates are estimated and refer to the time when it is expected that the Product will be ready for shipment from the factory. These estimated shipment dates are predicated on the prompt receipt by Olin of all information, licenses, permits, the signed acknowledgment of this Contract and its terms and conditions, and all certificates of insurance, etc., necessary to begin manufacture immediately and continue without interruption. In the event of a delay in receipt of necessary information, etc., then the shipment date shall be postponed accordingly. When the Product or any part thereof are ready for shipment and the contemplated shipment cannot be made for any cause relating to Customer's actions, Olin may, unless other agreement is made with the Customer, store such Products or parts in which event the following conditions shall apply:
 - A. All expenses incurred by Olin in connection with the storage of Product, including demurrage, the cost of preparation for storage, storage charges, insurance, if placed, and handling charges shall be payable by the Customer upon submission of invoices therefore.
 - B. Olin shall make the Product available for shipment or if required by the contract ship the Product when conditions permit, and upon payment by the Customer of all amounts when due with respect to the Product.
 - C. All payments due hereunder on the date of shipment shall automatically become due on the date of movement of the goods into storage or the issuance of a warehouse receipt by Olin.
 - D. Title to and risk of loss of the Product shall pass to Customer upon movement of the Product into storage or, if stored in an Olin facility, upon issuance of a warehouse receipt by Olin.
18. Neither this Contract nor any right or obligation hereunder is assignable or transferable by Customer in whole or part without the prior written consent of Olin and any purported assignment shall be void.
19. This Contract is intended as the final expression of the parties' agreement and is the complete and exclusive statement of the terms hereof. No statement or agreements, oral or written, made prior to or at the signing hereof, shall vary or modify the written terms hereof; and neither party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by the other party and specifically stating it is an amendment to this Contract. No modification or addition to this Contract and these terms shall be affected by the acknowledgment or acceptance by Olin of Customer's Purchase Order, Acknowledgment, Release, or other forms submitted by Customer containing other or different terms or conditions.

20. The provisions of this Contract which are intended by their nature to extend beyond the termination or expiration of this Contract (including without limitation Paragraphs 5, 15, and 26) shall survive such termination or expiration.
21. This Contract shall be governed by and interpreted and construed in accordance with the laws of the State of Missouri, United States of America, excluding its choice of law rules.
22. It is expressly acknowledged, understood and agreed that Olin has not in any way advised Customer as to the suitability of Olin's Product for Customer's particular use, nor has Olin in any way consulted or participated in the design, manufacture or sale of any device or product designed, manufactured or sold by Customer, and OLIN MAKES NO WARRANTY, EXPRESS OR IMPLIED AS TO THE SUITABILITY OR FITNESS OF OLIN'S PRODUCT FOR CUSTOMER'S PARTICULAR PURPOSE.
23. Olin and Customer are independent contractors only and are not partners, master/servant, principal/agent or involved herein as parties to any other similar legal relationship with respect to the transactions contemplated under the Contract or otherwise, and no fiduciary, trust, or advisor relationship, nor any other relationship imposing vicarious liability shall exist between the parties under the Contract or otherwise at law.
24. This Contract is solely for the benefit of, and shall inure to the benefit of, Customer and Olin, and shall not otherwise be deemed to confer upon or give to any third party any right, claim, cause of action or other interest herein.
25. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of its other provisions and the remaining provisions shall remain in full force and effect.
26. All information that Customer acquires from Olin hereunder, directly or indirectly, and all information that arises out of the sale of the Products hereunder, concerning such Products and/or proprietary processes involved, including information concerning Olin's current and future business plans, information relating to Olin's operations, know-how, and other Olin-furnished information shall be deemed Olin's "Proprietary Information". Customer shall (a) hold Olin's Proprietary Information in strictest confidence, (b) not disclose it to others, (c) use it solely for purposes of this Contract, and (d) upon Olin's request, either promptly deliver to Olin all such Proprietary Information that is in written, electronic or other form, including copies and summaries, or, at Olin's option, destroy such Proprietary Information and provide Olin certification of such destruction. The obligations under this Section shall survive the expiration or termination of this Contract.
27. Customer hereby represents, certifies and warrants that it is now and will remain in the future compliant with all export control statutes, regulations, decrees, guidelines and policies of the United States Government and the Government of any country in which Customer conducts business including but not limited to the International Traffic In Arms Regulations ("ITAR") (22 C.F.R. Parts 120-130 (2008)) of the U.S. Department of State; the Export Administration Regulations ("EAR") (15 C.F.R. Parts 730-774 (2008)) of the U.S. Department of Commerce; the antiboycott and embargo regulations and guidelines issued under the EAR; the various embargo regulations and guidelines of the U.S. Department of the Treasury, Office of Foreign Assets Control, and the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001), as amended.
28. Upon the occurrence of any of the following events: (a) Olin shall not have received a payment due from Customer hereunder by the date such payment is due under this Contract, and such failure shall remain uncured for a period of three business days after Customer's receipt of written notice from Olin of such non-payment; or (b) the failure of Customer or Olin to perform any other obligation in this Contract and such failure is not excused or cured within 30 days after written notice thereof; then the non-defaulting party, in its sole discretion and without prior notice (other than as provided above) to the defaulting party, may do any one or more of the following: (x) suspend performance under this Contract; or (y) terminate this Contract. If, as a result of a default by Customer, Olin suspends performance and withholds delivery of the Products as permitted above, it may sell the Products to a third party and deduct from the proceeds of such sale the purchase price and all reasonable costs resulting from Customer's default as identified above, including all costs associated with the transportation (including demurrage and other vessel or shipping related charges), storage, and sale of the Products.