

Effective: January 14, 2014

## STANDARD TERMS AND CONDITIONS OF SALE

Acuity Holdings, Inc. (d/b/a: Zep Sales & Service of Canada, Amrep, and Zep Vehicle Care) ("**Zep**") provides the following Standard Terms and Conditions of Sale ("**Terms and Conditions**"), which apply to all quotations and sales made by Zep.

1. **TIME LIMIT.** All quotations are valid for a period of 30 days, unless otherwise specified.
2. **SHIPMENT.** All orders will be shipped FOB at the shipping point indicated on the invoice using a carrier approved by Zep. Unless otherwise indicated on the invoice, the shipping cost will be prepaid by Zep and added to the amount of the invoice.
3. **PAYMENT TERMS.** All payments are due net 30 days from date of invoice, unless otherwise specified in the invoice. Customer's failure to make payment when due will be a material breach of these Terms and Conditions. All invoices not paid when due will bear interest at the lesser of (i) the maximum interest rate permitted by law and (ii) 1.5% per month (18% per annum) until paid in full. Payments for all export shipments will be made by prepaid electronic wire transmission or credit card.
4. **SUSPENSION OF PERFORMANCE; COLLECTION.** Zep shall have the sole right of credit approval or credit refusal for its Customers in all cases. Zep's current credit policy is to place a Customer on credit hold and to cease further shipments to Customer if an invoice has not been paid within 60 days, at which time Zep will send a warning letter to Customer, with a copy to Sales Representative. Any balance remaining outstanding at 120 days will be sent to collections. Zep reserves the right to alter such policies at its discretion. If in Zep's judgment, Customer's financial position does not justify the terms of payment specified, Zep may require full or partial payment prior to shipment of the goods. Customer agrees to furnish Zep with the requested credit information. Customer agrees to pay reasonable attorney fees to Zep in the event suit is necessary to collect on account of nonpayment of the bill for material and/or services.
5. **TAXES.** Federal, provincial, or local indirect taxes, including without limitation sales, harmonized sales and/or use taxes, GST taxes, transfer taxes or any similar tax, and any customs, duties, taxes and associated costs (including, without limitation, storage charges and customs brokers fees) of importing product from the United States, are not included in the quoted price for the products, will be separately set forth in the invoice and will be paid by Customer. Customer will provide Zep with all applicable reseller exemption certificates.
6. **WARRANTY.** Zep warrants only that all goods manufactured by Zep shall be free from defects in material and workmanship; provided, however, that this warranty shall be limited to goods found to be defective within a period of 90 days from the date of shipment ("**Warranty Period**"). Resale products shall carry only the warranty offered by the original manufacturer and no warranty by Zep. The Customer's sole and exclusive remedy for any liability of Zep of any kind, including (a) warranty, express, legal, statutory or implied, whether contained in these Standard Terms and Conditions of Sale, or in any terms additional or supplemental hereto, (b) contract, (c) negligence, (d) tort or extra-contractual liability, or (e) otherwise, is limited to the repair or replacement by Zep of those goods which an examination by Zep reveals to be defective during the Warranty

Period, or at Zep' option to refund to Customer the money paid to Zep for such goods. Zep will have no obligation to remedy defects unless, within the Warranty Period, Customer gives Zep written notice of its claim. In no event shall Zep incur any obligation to repair or replace goods that are determined by Zep to be defective due to Customer misuse, or due to use or combination with other products that is not in accordance with applicable labeling. EXCEPT FOR THE EXPRESS WARRANTY STATED HEREIN, ZEP DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE GOODS, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF TITLE, QUALITY, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. The return of goods that are subject to warranty claims is subject to the terms of Section 11 of these Terms and Conditions.

7. **DELIVERIES.** The delivery date(s) quoted are based on Zep' best estimate of a realistic time when delivery to the carrier will be made, and are subject to confirmation at time of acceptance of any resulting order. Zep reserves the right to make either early shipment or partial shipments and to invoice Customer accordingly.
8. **EXCUSABLE DELAYS.** Zep shall not be liable for loss, damages, detention, or delays resulting from causes beyond its reasonable control or caused by but not limited to strikes, restrictions of the United States or Canadian Government or other governments having jurisdiction, delays in transportation, inability to obtain necessary labour, materials, or manufacturing facilities, or any other cause reasonably beyond its control, whether similar or dissimilar to those listed.
9. **INSTALLATION/SERVICE.** Customer will install any products requiring installation, unless otherwise agreed to in writing.
10. **CANCELLATION.** Cancellation of any order must be by written notice to Zep and will be subject to cancellation charges, which will include all expenses incurred by Zep and a reasonable profit on the sale.
11. **RETURNS.** Customer has 90 days from the date of sale to request a return. Product must be in new re-sellable condition. If product is dirty, damaged or otherwise in less than new condition it will not be approved for return. Chemical products that have been opened are not eligible for return. Product cannot be returned past its expiration date or if it is older than 12 months, whichever is applicable.
12. **CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY. ZEP WILL NOT BE LIABLE FOR ANY LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER ARISING UNDER WARRANTY, CONTRACT, NEGLIGENCE, EXTRA-CONTRACTUAL LIABILITY, STRICT LIABILITY, INDEMNIFICATION, OR ANY OTHER CAUSE OR COMBINATION OF CAUSES WHATSOEVER. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.** In no case will Zep's liability exceed the amount paid to Zep by Customer for the specific goods giving rise to such liability.
13. **EXPORT SALES.** Zep will not export or deliver any products, technical information, data, and/or equipment outside of the United States of America or Canada, if such export or delivery is then prohibited or restricted by any law or regulation of such country. Customer will not, directly or indirectly, sell, export, re-export, transfer, provide, divert, loan, lease, consign, or otherwise dispose of goods, services, software, source code, or technology received in connection with this order to any person, entity, or destination prohibited by the laws or regulations of the federal government of the United States of

America or Canada, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

14. **GOVERNING LAW.** All matters involving the validity, interpretation, and application of these Standard Terms and Conditions of Sale will be controlled by the laws of the State of Georgia, United States of America. The parties disclaim any applicability of the U.N. Convention on the International Sale of Goods to the order.
15. **CLERICAL ERRORS:** All stenographic and clerical errors are subject to correction.
16. **HEADINGS.** The headings used throughout are for convenience only and will be disregarded for the purpose of construing and enforcing these Standard Terms and Conditions of Sale.
17. **LANGUAGE.** The parties hereto expressly request that these Terms and Conditions and any ancillary documents be drafted in English. *Les parties aux présentes exigent expressément que les présentes modalités et conditions et les documents y afférant soient rédigés en langue anglaise.*
18. **EFFECT OF OTHER TERMS.** These Standard Terms and Conditions of Sale are intended to be a complete expression of the terms applicable to any sale of products or services by Zep. Therefore, no terms or conditions set forth in any purchase order or any confirmation form will be effective to modify these Standard Terms and Conditions of Sale.