

return of goods pursuant with the claim. Returned goods must be returned to the designated East Coast Erosion Blankets, LLC facility, transportation charges prepaid, within thirty (30) days, and must remain unaltered, further damaged or defaced in any way.

- D. East Coast Erosion Blankets, LLC is not liable or responsible for damage or loss after having received "in good order" receipts from the transportation carrier. East Coast Erosion Blankets, LLC will provide reasonable assistance to the Customer for claims made to the carrier on a timely basis.
- E. Returned product is subject to a 10% restocking fee, except in the event of manufacturing defect inspected and accepted by East Coast Erosion Blankets, LLC. All returns must be approved by East Coast Erosion Blankets, LLC prior to shipping and receipt. All approved return shipments are subject to East Coast Erosion Blankets, LLC shipping and receiving instructions. Contact your East Coast Erosion Blankets, LLC representative for approvals and instructions.
- F. Customer acknowledges that East Coast Erosion Blankets, LLC is solely fulfilling Customer orders and has not completed any investigation of the Customer's intended use, or the fitness of said products in relation to the Customer's intended use. Customer is solely responsible for verifying that the products supplied meet the federal, state, and local codes and regulations and specifications applicable for the intended use and/or at the intended location. East Coast Erosion Blankets, LLC shall at its sole discretion approve or not approve the return of goods or product that are devoid of any effect, but have been deemed non-compliant for federal, state, and local codes and regulations in relation to intended use and intended location.

---

### STORAGE AND DELIVERY ADJUSTMENT LIABILITIES

---

- A. In the event that Customer requests a "hold" of shipment or shipments beyond scheduled date for convenience of the Customer, East Coast Erosion Blankets, LLC reserves the right to request payment for the cost of warehousing, and additional costs in shipping or other expenses. Customer responsibility for costs will begin (30) thirty days after the original date of shipment.

---

### PAYMENT AND LIENS

---

- A. Unless otherwise stated on an invoice or long-term Customer agreement document, all invoices shall be payable within terms. No withholding of funds, offsets, back charges or credits against amounts otherwise due East Coast Erosion Blankets, LLC is permitted without prior approval in writing by East Coast Erosion Blankets, LLC.
- B. All invoices are payable upon receipt and are not subject to withholding of funds as Customer issues claim of manufactured defect or damage. East Coast Erosion Blankets, LLC will make every effort to inspect, review and resolve said claims as timely as possible. However, until inspected, reviewed and resolved under subject of revised terms, the terms originally agreed to by both parties remain and funds payable.
- C. Any unpaid account shall entitle East Coast Erosion Blankets, LLC to exercise all available remedies and authority under the law, including but not limited to additional fees, liens and applicable litigation.
- D. East Coast Erosion Blankets, LLC reserves the right, at its sole discretion, to cancel discounts on any invoice not paid within the terms of payment. Customer is liable for value of any discounts cancelled due to lack of payment.
- E. In the event any balance remains unpaid past approved terms, East Coast Erosion Blankets, LLC can impose a service fee equal to 2% on the unpaid balance per month, or the maximum allowed by law, whichever is less) on all unpaid accounts.

---

### WARRANTY, LIMITATION OF LIABILITY, AND INDEMNITY

---

- A. East Coast Erosion Blankets, LLC warrants for a period of thirty (30) days from delivery within the continental United States, and sixty (60) days from delivery outside the continental United States, that the products manufactured or supplied by East Coast Erosion Blankets, LLC will be free of material defects in material and/or workmanship at the time of shipment from East Coast Erosion Blankets, LLC's facility. i) East Coast Erosion Blankets, LLC reserves the right to inspect and/or request evidentiary documentation or photographs of claims of material defects in material and/or workmanship. ii) If claims of material defect are proved to East Coast Erosion Blankets, LLC's satisfaction, said goods, at East Coast Erosion Blankets, LLC's sole option, shall be repaired or replaced.
- B. The warranty in paragraph 8.a. shall not apply to any non-conformities, errors or defects due to: i) the misuse of any goods or products; ii) the modification of any goods, components, or products; iii) failure by the Customer to utilize materials or processes compatible with the goods or products; iv) failure by the Customer to adhere to manufacturer

---

**East Coast Erosion Blankets, LLC dba East Coast Erosion Control Terms of Sale**  
*THIS VERSION SUPERSEDES ANY PREVIOUSLY DISTRIBUTED POLICIES OR PROCEDURES*

installation recommendation, v) misuse or handling of goods or products by carrier; vi) any damage incurred as a result of prolonged or improper storage of the goods or products by the Customer and/or carrier.

- C. Customer acknowledges and understands that East Coast Erosion Blankets, LLC makes no warranties regarding any goods, parts, components, or products provided hereunder except as expressly provided within this document. All verbal warranties not contained herein are null and void. East Coast Erosion Blankets, LLC warrants no other express or implied warranties of merchantability and fitness for a particular purpose, resale ability and/or marketability. The document herein is the sole and exclusive remedy and measure of damages with regard to any goods, parts, components, or products provided by East Coast Erosion Blankets, LLC, and East Coast Erosion Blankets, LLC shall not be subject to any obligations or liabilities whatsoever with respect to products, parts, or services provided by East Coast Erosion Blankets, LLC.
- D. Anything herein, to the contrary notwithstanding, East Coast Erosion Blankets, LLC shall not be liable for any indirect, special, incidental and consequential damages, not for any other remedies which Customer may have under any applicable law including but not limited to costs of procurement of substitute goods, products and services, loss of goodwill, loss of profits or loss of business regardless of whether or not East Coast Erosion Blankets, LLC has been informed of such damages or potential damages.
- E. Customer's sole and exclusive remedy against East Coast Erosion Blankets, LLC for any breach of warranty or any other breach related to goods delivered pursuant hereto shall be for repair or replacement (at East Coast Erosion Blankets, LLC's sole option) of the goods or material acquired from East Coast Erosion Blankets, LLC which have been deemed failing to comply with the warranty. Notwithstanding the preceding, in the event that the Customer is deemed entitled to monetary damages, in no event shall East Coast Erosion Blankets, LLC's entire liability for monetary damages arising out of or related to any goods or materials exceed the purchase price paid by Customer to East Coast Erosion Blankets, LLC for the items of which such claim or action arose.
- F. Customer will indemnify, defend, and hold East Coast Erosion Blankets, LLC harmless from and against all liability, damages, penalties, awards, judgements, settlements and costs or expenses (including reasonable attorney's fees) incurred in relation to any claim based on: i) Customer's use of goods, parts, components, or products provided by East Coast Erosion Blankets, LLC other than in strict accordance and compliance with East Coast Erosion Blankets, LLC's directions or specifications or in combination with other materials or processes not expressly approved by East Coast Erosion Blankets, LLC; ii) the actual or alleged infringements of patents, trade secrets, trademarks, copyrights, or other intellectual property rights of any third parties, if based on any parts, goods or other products made specifically for the Customer or supplied by Customer; and iii) Customer's use or resale of the goods, parts, components, or products provided by East Coast Erosion Blankets, LLC in violation of any applicable codes, regulations, or laws.