



## Terms and Conditions

1. Seller warrants that the products (or materials) delivered here under meet Seller's standard specifications for the products or such other specifications as may have been expressly agreed to herein. SELLER MAKES NO WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS PROVIDED IN CONDITIONS 3 AND 4 HEREIN. Buyer assumes all risk and liability resulting for use of the products delivered hereunder, whether used singly or in combination with other products.

2. No claim of any kind, whether as to products (or materials) delivered or for non-delivery of products, and whether or not based on negligence, shall be greater in amount than the purchase price of the products in respect of which damages are claimed, and failure to give notice of claim within ninety (90) days (or such other period as may be provided in the Special Conditions of Sale referred to in Condition 14 hereof) from date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of such products. No charge or expense incident to any claims will be allowed unless approved or authorized representative of Seller. Products shall not be returned to Seller without Seller's prior permission, and then only in the manner prescribed by Seller. THE REMEDY HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF BUYER, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY.

3. Seller warrants that the use or sale of the products (or materials) delivered hereunder will not infringe the claims of any United States patent covering the products themselves; but does not warrant against infringement by reason of the use thereof in combination with other products or in the operation of any process.

4. Seller warrants that all products (or materials) delivered hereunder were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

5. No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the party affected, including, but not limited to, Act of God, fire explosion, flood, war, act of or authorized by any Government, accident, labor trouble or shortage, inability to obtain material, equipment or transportation. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the products (or materials) specified herein to enable it to perform this agreement.

6. It is further understood and agreed between Buyer and Seller that if this agreement covers products (or materials) that must necessarily be manufactured especially for Buyer and is suspended or terminated for any reason. Buyer will take delivery of and make payment for such products as have been completed and such as are in process on the date notice of suspension or termination is received by Seller, provided, that Buyer for any reason cannot accept delivery of such products, Buyer will make payment therefore as though delivery had been made and Seller will store such products or Buyer's account and at Buyer's expense.

7. If for any reason Seller is unable to supply the total demand for products (or materials) specified herein, Seller may distribute as available supply among any or all purchasers, as wells as department and divisions of Seller, or such basis as it may deem fair and practical, without liability for any failure of performance which may result there from.

8. If any Government action should place or continue limitations on the price provided for in this agreement such that it would be illegal or against public or Government policy for Seller to charge, assess or receive the full amount of or to increase such prices as determined by this agreement then Seller shall have the option (1) to continue to perform under this agreement subject to such adjustments on prices that Seller may deem necessary to comply with such Government action, (2) to revise this agreement subject to Buyer's approval, in order to most nearly accomplish the original intent of this agreement, or (3) to terminate performance of the affected portions of the agreement without liability for any damages.

9. At Buyer's request, Seller may furnish such technical assistance and information as it has available with respect to the use of the products (or materials) covered by this agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.

10. Buyer warrants that it has used its own independent skill and expertise in connection with the selection and use of the products (or materials) and that it possesses the skill and expertise to safely handle, store, transport, use and dispose of the products (or materials). In this connection, Buyer agrees to (a) to familiarize itself with available safety and health information and precautions, including but not limited to, those contained in any pertinent material safety data sheet; (b) to adopt and follow safe handling, storage, transportation, use and disposal practices with respect to the products (or materials) I, including but not limited to, those required by federal, state and local government statutes, rules regulations or ordinances; and (c) to instruct its employees, independent contractors, agents and customers in the warnings and safe use practices required in connection with the unloading, handling, storage, transportation, use and disposal of the products (or materials).

11. The Buyer shall reimburse the Seller for all taxes, excises or other charges which the Seller may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the products sold hereunder.

12. In the event the Buyer fails to fulfill Seller's terms of payment or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.

13. This agreement is not assignable or transferable by either party, in whole or in part, except with the prior written consent of the other party.

14. This document contains all of the terms and conditions with respect to the sale and purchase of the products (or materials) sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be affected by the acknowledgement or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this document by Buyer, acceptance of the terms and conditions hereof by Buyer's acceptance of the products shall be equivalent to Buyer's assent to the terms and conditions hereof. Waiver of either party of any default by the other hereunder shall not be deemed a waiver by such party of any default by the other which may thereafter occur.

15. Failure to give notice of claim referred to in Standard Condition 2 within ten (10) days from date of delivery, or the date fixed for delivery (in the case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of such products. No claim shall be allowed after the goods have been processed in any manner.

16. No shipments are to be diverted or recognized except with consent of Seller.

17. Prices charged are those in effect at the time of shipment.

18. Title to the goods or services and risk of loss shall pass to Buyer upon delivery to a carrier or into Buyer's transport unless on a delivered price basis.

19. Buyer agrees to keep confidential all technical information and data revealed, directly or indirectly, to Buyer in connection with this quotation or a purchase order based on this quotation, or resulting from the work hereunder. Buyer further agrees not to disclose to others the structure and/or composition of such goods or services covered by this quotation or purchase order.

20. All tools specifically paid for by Buyer shall be Buyer's property, and upon completion of order, shall be delivered by Seller to Buyer, or disposed of as mutually agreed.