

TERMS AND CONDITIONS OF SALE

1. **PRICES-** All goods are billed at Seller's prices on dates of shipments. Prior prices are subject to change without notice. Buyer shall accept Seller's certificate of price applicable on each shipment until the order is completed.
2. **TAXES-** In addition to the prices stated herein, 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), under any existing or future law, upon or with respect to the sale, purchase, production, delivery, storage, processing, use or consumption of any goods sold hereunder, or in lieu thereof the Buyer shall provide Seller with tax exemption certificate acceptable to the taxing authority.
3. **DELIVERY-** Estimates of delivery are subject to revision when complete ordering information is received by Seller. Seller shall not be held responsible for any delay or failure to make delivery of all or part of the merchandise purchased due to federal, state, or municipal action or regulation; war; strikes or other labor troubles; fire, flood, accident, damage to or destruction in whole or in part of merchandise or manufacturing plant; lack of, or inability to obtain, raw materials, labor, fuel, supplies, or transportation; or any other causes, contingencies, or circumstances within or without the United States not subject to its reasonable control which prevent or hinder the manufacture or delivery of the merchandise or make the fulfillment of this agreement. Upon any such delay or failure, the delivery shall be extended or the items affected may be eliminated from the order (except as provided in paragraph 9).
4. **SHIPMENTS-** All prices are F.O.B. point of shipment. Method and route of shipment are at Seller's discretion, unless the Buyer supplies explicit instructions. All shipments are insured at the Buyer's expense and made at the Buyer's risk. Identification of the goods to the contract shall occur as each shipment is placed in the hands of the Carrier.
5. **WARRANTIES-** Seller warrants the title and merchantability of the goods. If the goods do not meet these warranties, the Seller shall promptly replace the goods, or make suitable adjustment in the price thereof, or repurchase the goods from the Buyer, provided that written notice is delivered to the Seller within ten (10) days after receipt of shipment, and provided that the goods have not been processed. If the Buyer shall fail to give such notice, the goods shall be deemed to conform to the terms of the contract, and Buyer shall be bound to accept and pay for the goods in accordance with the terms of the contract. Buyer expressly waives any rights Buyer may have to revoke acceptance after such ten (10) day period. The foregoing expresses the entire liability of Seller regarding the properties or quality of the goods and Seller shall not be liable for any special or consequential damages. Seller does not warrant the suitability of the goods for any particular purpose. Even though samples, or information as to observed properties of the goods, may have been supplied to the Buyer, Seller does not warrant the conformity of the goods to the samples or to the observed properties. It is the Buyer's responsibility to determine for himself the suitability of any material or product for a specific purpose and to adopt such safety precautions as necessary. Seller makes no warranty as to the results to be obtained in using any material or product and since conditions of use are not under the Seller's control, Seller must necessarily disclaim all liability with respect to use of any material.
THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE GOODS SHALL BE MERCHANTABLE OR AN IMPLIED WARRANTY THAT THE GOODS SHALL BE FIT FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.
6. **PATENTS-** The seller shall defend any suit of proceeding brought against the Buyer, so far as it is based on a claim that any goods furnished under this contract constitute an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Seller's expense) for the defense of same, and the Seller shall pay all damages and costs awarded therein against the Buyer. In case said goods are in such suit held to constitute infringement and the use of resale, resale thereof is enjoined, the Seller shall procure a license for the Buyer, or repurchase the goods, or replace same with noninfringing goods. The foregoing states the entire liability of the Seller for patent infringement by said goods. No patent license is granted or implied by Seller and no warranty is given by Seller against infringement of the patents of others by reason of the use of the goods in combination with other goods or in the operation of any process. Buyer shall save Seller harmless from infringement of patents arising from compliance with Buyer's designs of instructions.
7. **QUANTITY-** Because of conditions existing in manufacturing the goods, the right is reserved to ship and bill 10% more or less than the exact quantity specified.
8. **TOOL CHARGES-** Where special tooling is required and paid for by the customer, one-half of the quoted tool charge must be paid with the placing of the original order for tools, the balance not later than ten days after receipt of the first samples. Upon payment in full thereof, tools become the property of the Buyer, but may not be removed from the possession of manufacturer until an additional engineering charge of 15% of original charge is paid by customer. Where tooling incorporates trade secrets, tooling may never be removed from manufacturer's premises but will be kept for the exclusive use of customer.
9. **CHANGES AND CANCELLATIONS-** Orders accepted by the Seller are not subject to changes or cancellations by Buyer, except with the Seller's consent. If this sale covers the goods that must be manufactured especially for Buyer and such change or cancellation is made, Buyer shall take all completed goods at full price and all goods in process at costs plus pro-rata profit and Buyer shall reimburse Seller for any loss on materials purchased or on contract for the filling of the order.
10. **ERRORS-** Stenographic and clerical errors are subject to correction.
11. **MOLDS AND TOOLS-** Molds and tools shall not be removed from the Seller's plant except as specified in section 8. In the event of such removal, the Buyer shall accept same "as is" F.O.B. the Seller's plant, and reimburse the Seller for any packing or other charges incurred. The Seller reserves the right to hold up return of molds or tools until Buyer pays any amount due the Seller. The Seller will, for a period of two years after completion of the Buyer's most recent production order, maintain all tools and molds still in its possession pertaining to said order in condition to furnish molded pieces, subject to due allowance for ordinary wear and tear. Three years from the completion of such order, such molds and tools shall become property of the Seller for all purposes. "Anything contained herein to the contrary notwithstanding, it is specifically understood and agreed that the Seller shall not be liable to the Buyer or any other person, firm or corporation, for the loss, damage, destruction, or disappearance of any molds and/or tools left in the Seller's possession and/or control; and in the event of such loss, damage, destruction, or disappearance, Buyer and/or any other person, firm or corporation shall have no claim therefore against the Seller."
12. **TEST REPORTS-** Basic and Full Material Test Reports are to be placed at the time of order for an additional charge.
13. **LAWS-** The Seller certifies that the goods described herein are produced in compliance with the requirements of Section 12(a) of the Fair Labor Standards Act of 1938, as amended.
14. **TERMS OF PAYMENT-** The terms of payment on the reverse side hereof are subject to change without notice at the discretion of the Seller.
15. ALL ORDERS ARE BINDING ONLY WHEN THEY HAVE BEEN ACCEPTED AND ACKNOWLEDGED BY SELLER'S OFFICE, ANY PROVISIONS IN BUYER'S PURCHASE ORDERS CONTRARY OR ADDITIONAL TO THE CONDITIONS CONTAINED HEREIN ARE NOT BINDING ON SELLER (UNLESS ACCEPTED IN WRITING BY SELLER AT SELLER'S OFFICE).
16. **CHANGES-** If the buyer does not accept in full the above conditions outlined in this contract, the above-mentioned contract is void. No terms or conditions, other than those contained herein, and no agreement or understanding in any way modifying, adding, or changing the terms and conditions hereof shall be binding on the seller.
17. IF THE TERMS AND CONDITIONS OF THIS ACKNOWLEDGMENT DIFFER IN ANYWAY FROM THE TERMS AND CONDITIONS OF THE BUYERS ORDER, THE ACKNOWLEDGEMENT SHALL BE CONSTRUED AS A COUNTER OFFER AND SHALL NOT BE EFFECTIVE AS AN ACCEPTANCE UNLESS THE BUYER ASSENTS TO THE TERMS AND CONDITIONS HEREIN WHICH SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES.