

# TERMS & CONDITIONS

1. Since seller exercises no control in the handling, storage, application and use of these products or the products of others with which they are used in combination, no warranty, express or implied, is made as to the results and effects of their use. No waiver alteration, addition or modification of the foregoing conditions shall be valid unless made in writing and signed by an executive of the seller.
2. The buyer shall determine the suitability of the product for his or her intended use and assume all risk and liability whatsoever in connection herewith
3. Any technical advice furnished the buyer before or after delivery in regard to the use and application of said goods is furnished on the basis that it represents the best judgement under the circumstances and the seller assumes no obligations or liability for the advice or assistance provided or the results obtained and that such information is used at the buyers own risk.
4. By acceptance hereof Buyer agrees to the terms and conditions of sale set forth herein and further agrees that the same shall supersede the terms and conditions of the Buyers purchase order, if any, in all instances where conflict exists.
5. If any term or condition hereof shall be invalid or unenforceable, all other terms and conditions hereof shall remain enforceable in accordance with their terms.
6. No modification hereof will be binding on the Seller unless in writing and signed by an officer of the Seller. A waiver by the Seller of any of the terms and conditions of this contract shall not be deemed to be a continuing waiver but shall apply solely to the instance to which the waiver is directed.
7. Orders for goods to be made specially for the Buyer and not customarily carried in stock by the Seller can be cancelled by the Buyer only to extent of the portion not already manufactured or in process of manufacture at the time of cancellation, and the price applicable to the portion manufactured or in process of manufacture will be the Seller's regular scheduled price therefore in effect at the time of cancellation.
8. If requested in writing by the Seller, the Buyer shall be obliged to furnish any and all blueprints, details, diagrams, patterns or other information required by the Seller in its absolute direction to execute processing of this order. In the event Buyer fails to furnish the requested information, Seller may cancel or delay the order upon notice in writing to the Buyer.
9. Seller will not be liable for non-delivery of goods or delay in the performance of orders or contracts or in the delivery or shipment of goods or for any damage suffered by Buyer by reason of non-delivery or delay, when such non-delivery or delay is, directly or indirectly caused by or in any manner arises from acts of nature, wars, shortage of materials, or supplies now or hereafter ordered or interruption or delay in the delivery thereof, insufficient or undesirable credit information or experience, plant breakdowns or disability for any cause whatsoever, strikes or other labor disturbances, delays or interruptions in transportation facilities, requirements, regulations' or policies of any government, and all other disabling causes or contingencies reasonably beyond the Seller's control. In the case of such delay or failure to perform, for any of the above causes, the Seller may cancel the order upon notice in writing to the Buyer.
10. Delivery shall be deemed to be made as soon as the bill of lading covering the goods is signed, and the goods shall thereafter be at the Buyer's risk, Seller shall not be responsible for goods lost, damaged or delayed in transit or for overcharges in freight.
11. Buyer is to pay any present or future sales, use or excise tax whether Federal, State, Municipal or measured by the receipts therefrom with respect to the material sold, and if not collected at the time of payment, Buyer will hold the Seller harmless.
12. In the event Buyer fails to fulfill the terms of payment, or in the case Seller, in its absolute discretion, shall have any doubt at any time as to the Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.
13. Materials sold are warranted to be commercially free from abnormal or avoidable defects in material and workmanship, including surface appearance variations. All other warranties express or implied, including any warranty of merchantability or that the goods shall be fit for a particular purpose, are hereby excluded. In the event of any claim for which the Seller may be liable, the liability of the Seller, at the Seller's option, shall be limited to repairing or replacing the non-conforming goods or refunding the purchase price of that portion of the goods to which the Buyer's claim relates. In no event shall the Seller be liable for consequential damages of any kind, nature and description. Every claim on account of defective goods, whether the defect be patent or latent, short count or for any cause whatsoever, shall be deemed waived by the Buyer unless made in writing within ninety (90) days after the receipt of goods to which the claim relates. Under no conditions will returned materials be accepted without our prior written consent authorizing return of said material.
14. For products made up specifically for Buyer's order and not of a grade, color, type or material customarily carried in stock by the Seller, the Buyer shall accept, at the Seller's option, an over-run or under-run of ten percent (10%) of the quantities specified as fulfilment of the order. For any or all material not of grade, color, or type customarily carried in stock by the Seller and specifically purchased to satisfy the requirements of the Buyer, the buyer shall accept delivery of said material upon termination of product or products for which it is purchased at the purchase price plus an addition handling charge of ten percent (10%). The limit of liability of the Buyer shall be determined by the purchase quantity imposed upon the Seller by normal supplier(s) of said material. The Seller warrants that a reasonable effort will be made to deliver the specified order quantities in fulfillment of this contract.
15. Changes made for dies, tools and patterns invoiced to and paid for the Buyer do not convey ownership of said dies, tools and patterns from the Seller to the Buyer.
16. If the goods are to be prepared or manufactured to the Buyer's specifications, the Buyer agrees to indemnify the Seller against any liability whatsoever for patent, trademark or trade name infringement in any way arising out of such preparation of manufacture.