



Terms and Conditions of Sale

Pricing Variables:

Prices on the merchandise specified herein are exclusive of all present and future city, state and Federal sales and excise taxes which seller may be required to pay or collect with respect to his transaction or any part thereof. Wherever applicable, such tax or taxes will be added to the invoice as a separate charge to be paid by the buyer. Prices include seller's standard packaging but seller reserves the right to charge additional for special packaging arrangements.

Terms:

Payment terms on merchandise specified are Net 30 days after shipment unless otherwise agreed upon by both buyer and seller in writing.

Claims:

Claims for shortages or rejections shall be deemed waived and released by the buyer unless made in writing within thirty (30) days after arrival of merchandise.

Delays, etc:

Seller shall not be liable for loss or damage of any kind resulting from delay or inability to deliver on account of fire, labor troubles, accident, acts of civil or military authorities or from any other cause beyond seller's control.

Method of Shipment:

Buyer's desired method of shipment must be clearly stated in writing, otherwise shipment may be made by any carrier or means the seller selects.

Related costs:

Any tools, dies or fixtures which may be developed for use in the production of merchandise covered by this order shall be owned by the seller even though the buyer may be changed in whole or in part for the cost of such tools, dies and fixtures.

Credit:

Accounts are opened only with firms on approved credit. The seller reserves the privilege of declining to make shipments except for cash before shipment or cash on delivery whenever for any reason doubt as to the buyer's financial responsibility develops and in such event the seller shall not be liable for non-performance of his agreement in whole or in part.

Warranty:

This merchandise is warranted by the seller to be free from defects of workmanship and material. The seller's liability for breach of this or any other warranty, expressed or implied, is limited to the purchase price of the merchandise which has failed through defect or, at the seller's option, to the replacing of such merchandise upon its return to the seller with due allowance for the services rendered by the merchandise therein. The seller reserves the right to inspection of the merchandise, claimed in writing by the buyer to be defective, prior to determination of any options or liabilities as stated herein.

Seller specifically makes no warranty as to merchantability, including warranties extending beyond the description of the merchandise or, when it is evidenced that a failure or breach has occurred due to misuse, negligence, misapplication, accidental or purposeful damage, faulty installation or the like.

Seller specifically does not warrant the use of seller's products in or manned or unmanned aircraft, nuclear or space vehicle s and submarine vehicles without seller having first been informed and approving of such use in writing. In no event, shall the seller be liable for consequential or special damages of for transportation, installation, adjustment or other expenses, which may arise in connection with defective merchandise.

Returned goods:

Buyer shall give seller advance written notice of any merchandise. Seller reserves the right to reject any merchandise returned without such notice and to return any such merchandise to buyer, at buyer's expense, notwithstanding any temporary acceptance thereof.

Cancellation:

Any order may be cancelled or changed only upon written consent of the seller. Buyer shall be liable for work done, material ordered or used by seller up to the time of such written consent.

Infringement:

Seller agrees to arrange for the defense in buyer's name of any suit brought against the buyer insofar as it is based on a claim that any merchandise in the particular form sold by the seller to the buyer infringes a U.S. patent, but only on the conditions the buyer shall promptly notify the seller in writing of any such claim and shall give the seller full authority for the conduct of such and suit and shall render to the seller (at seller's expense) whatever information and assistance may be reasonably required for such defense. Upon such condition, the seller shall pay damages and costs, if any, awarded against the buyer in such suit and in case such merchandise or part is enjoined, seller shall have the option of either procuring for the buyer the right to continue to use such merchandise or part, or replacing the same with non-infringing merchandise, or modifying the same as to avoid infringement or removing the same and refunding the purchase price. The foregoing states the seller's only liability for patent infringement. The buyer shall hold the seller harmless for any expenses or loss resulting from infringement of patents or trademarks arising from compliance with the buyer's designs or specifications.

Pricing policy:

Any variation in quantity will be subject to corresponding variation in prices unless otherwise expressly agreed in writing by the seller. Prices are subject to change without notice beyond the time period specified, if any, and will be adjusted at that time, if necessary, to reflect prices in effect at time of shipment.