**TERMS AND CONDITIONS OF SALE**

**1. ACCEPTANCE**

Sales of the goods furnished hereunder is expressly conditioned upon Buyer's assent to the terms and conditions as set forth hereof. If the terms and conditions stated in Buyer's order are inconsistent with the terms and conditions contained hereon, seller’s acknowledge of said order shall constitute a counteroffer, and Buyer shall be deemed to have accepted these terms and conditions unless he notifies Seller to the contrary in writing within five (5) days after receiving Seller's acknowledgement.

**2. PRICES**

Unless otherwise agreed. Seller's price shall be the price in effect at the time of the shipment. All prices exclude sales, use, occupation, license, excise and other taxes in respect of manufacture, sale or delivery, and export and import duties all of which shall be paid by the Buyer unless otherwise agreed between the parties. All prices are subject to change without notice until confirmed by manufacture's formal acknowledgement. Where the price specified herein does not provide for absorption by Seller of freight charges either in whole or in part. Seller shall have the right to select the means of transportation. If buyer requires a means of shipment other than selected by Seller any extra cost incurred by reason thereof shall be paid by Buyer.

**3. DELIVERY**

F.O.B. terms for the goods furnished hereunder are stated on the standard price list or quotation for those goods. Seller shall not be liable in damages for any delay in, or inability to complete, the manufacture any delivery of the goods on account of labor difficulties from whatever cause arising, weather, acts of God, shipping delays, ability to obtain equipment or material from the sources of supply or qualified labor sufficient to fill its orders, or any other cause beyond the reasonable control of Seller. Should delivery be delayed by any such causes more than thirty (30) days beyond the delivery period specified in the order, either Seller or Buyer may, by written notice delivered no later than five (5) days after the end of such thirty day period, cancel the order. If neither party should deliver notice of cancellation within such five day period, all terms and condition shall remain in full force and effect.

**4. DAMAGES AND RISK OF LOSS**

Buyer assumes all responsibility for and risk of loss of, or damages to, the goods furnished hereunder, upon delivery F.O.B. Shipping Point or Destination, whichever applies under Section 3 hereof, even though Seller may have selected the carrier. In no event shall the Seller be liable for anticipated profits or for damages on account of negligence, or for incidental or consequential damages.

**5. WARRANTIES**

Seller warrants to Buyer that the goods furnished hereunder shall meet Seller's current sales specifications, reserving to the Seller the right, without prior notice to change such sales specifications listed in its bulletins and other descriptive materials as the goods are altered and improved. The obligation of Seller, and Buyer's sole and exclusive remedy hereunder shall be limited at Seller's option to replacement of any goods which are returned to Seller's plant. Transportation charges prepaid, and there determined by Seller not be as warranted, or, in the event Seller is unable to remedy the replacement any defect in the goods, Buyer's sale and exclusive remedy shall then be refund of the purchase price, or so much of the purchase price, as has been paid by Buyer. Buyer shall inspect the goods immediately upon delivery. Buyer's failure to give notice of any claim within fifteen (15) days from the date of delivery shall constitute a waiver by Buyer of all claims with respect hereto. EXCEPT AS SET FORTH HEREIN, AND EXCEPT AS TO TITLE, IT IS EXPRESSLY AGREED (A) THAT THERE IS NO WARRANTY OF MERCHANTABILITY NOR OTHER WARRANTY, EXPRESS OR IMPLIED, OR STATUTORY, NOR ANY AFFIRMATION OF FACT, OR PROMISES, BY SELLER WITH REFERENCE TO THE GOODS, WHICH EXTENDS BEYOND THE SPECIFICATIONS MUTUALLY AGREED UPON BY THE SELLER AND THE BUYER AND (B) THE BUYER ACKNOWLEDGES THAT HE IS PURCHSING THE GOODS SOLELY ON THE BASIS OF THE COMMITMENTS OF THE SELLER EXPRESSLY SET FORTH HEREIN.

**6. PAYMENT**

Buyer agrees to pay finance charges at the rate of one and one half percent per month (or the highest rate permitted by law, whichever is lower) from date of shipment or invoice (whichever is earlier) unless invoice is paid in full within the time specified in the terms section.

**7. PATENTS**

In the event a charge or notice of infringement of a U.S. Patent is directed to Buyer, or a suit instituted against buyer, which charge, notice or suit is based upon any claim that the goods sold by Seller, or normal use thereof, constitutes an infringement of a U.S. Patent, Buyer and Seller agree that Seller shall dispose of the charge in the manner it deems best, provided Buyer notifies Seller in writing within ten (10) days from receipt by Buyer of the first notice of infringement. Buyer agrees to assist Seller, at the expense of the Seller in all reasonable manner in the defense or settlement on any change, or notices of, or suit for infringement. Seller shall have no patent obligation or other liability to Buyer for infringement or changes of infringement arising from use of the goods furnished hereunder in processes covered by patents, or in patented combinations with other materials or arising from any alterations made in the goods by Buyer. Buyer agrees to indemnity and save harmless Seller in similar fashion where the alleged infringement is the result of the design or other special requirements specified by the Buyer or the result of the application or use to which such goods are put by Buyer, or by others. The foregoing provisions of this section 7 state the entire liability of Seller in respect of potential patent infringement by the goods furnished hereunder and shall be in lieu of all other warranties, express or implied, respecting any potential infringement.

**8. SPECIAL ORDERS**

In the event Buyer places an order for goods made especially for him/her or for the goods not customarily carried by Seller, a Buyer cancels such order. Buyer agrees to pay Seller as liquidated damages the Seller's published price for such goods as are completed and an equitable price based upon the percentage of completion of such goods as are in process at the time of cancellation. 9. COMPLIANCE WITH LAWS Seller warrants that all applicable laws, rules and regulations of governmental authority covering the production, sale and delivery of the material or services specified herein have been complied with.