

This Quotation, or Invoice, or Acknowledgement includes the following terms and conditions and unless written notice of objection to any of such terms and conditions (including inconsistencies between Buyer's Purchase Order and this Quotation, Invoice, or Acknowledgement) is given by Buyer to Seller promptly on receipt of this Quotation, Invoice, or Acknowledgement, Buyer agrees that they shall become part of the contract between Buyer and Seller. Any purchase order issued by Buyer shall operate as an acceptance of this Quotation, Invoice, or Acknowledgement, but such acceptance is made EXPRESSLY CONDITIONAL on assent by Buyer to the terms and conditions contained herein. Buyer and Seller agree that this Quotation, Invoice, or Acknowledgement, including the following terms and conditions, shall constitute the complete and final agreement between Buyer and Seller with respect to this order and that such terms and conditions and the rights and duties of Buyer and Seller shall be governed by the laws of the State of Pennsylvania. None of the terms and conditions contained in this Quotation, Invoice, or Acknowledgement may be added to, modified, superseded or otherwise altered except by a written instrument.

## **TERMS AND CONDITIONS**

- 1. PRICES** - Prices are subject to change without notice unless shipment is made within the firm price period, if any, specified in Seller's Quotation, Invoice, or Acknowledgement, and are conditioned upon Buyer's acceptance of the terms and conditions herein specified. If for any reason, other than Seller's willful delay, shipment of all or part of Buyer's order is not made within 30 days from the date of Buyer's order, then the unshipped balance may be invoiced at Seller's List Prices in effect at the time of shipment. All changes in freight rates or transportation charges used by Seller in computing prices and charges shown on the acknowledgement occurring after the date of this acknowledgement will be for the Buyer's account. Seller shall not be liable for any transportation charges incurred at destination such as spotting, switching, drayage, demurrage, pier unloading charges, etc.
- 2. TAXES** - The prices provided for herein are exclusive of any present or future Federal, State, Municipal or other sales or use tax with respect to the product covered hereby, of any other present or future excise tax upon or measured by the gross receipts from this transaction or any allocated portion thereof or by the gross value of the product covered hereby, and of any present or future property tax or similar charge with respect to the products covered hereby. If Seller is required by applicable law or regulation to pay or collect any such tax or taxes on account of this transaction on the material or equipment or services covered hereby. If Seller is required by applicable law or regulation to pay or collect any such tax or taxes on account of this transaction on the material or equipment or services covered hereby, then such amount of tax shall be paid by the Buyer in addition to the prices provided for herein.
- 3. TERMS OF PAYMENT** - Terms of payment are net thirty (30) days from date of shipment unless otherwise agreed. A finance charge equal to 1.50% per month (18.00% per annum) will be added to all delinquent accounts. Remittance is U.S. Dollars.
- 4. DELIVERY, FORCE MAJEURE** - Delivery of products shall be made F.O.B. shipping point unless otherwise expressly indicated on the face hereof. Manufacture, shipment or delivery will be subject to any prohibition, restriction or regulation imposed by the Federal or any State government or any subdivision or agency thereof and Seller shall not be liable for any delay or failure to perform, in whole or in part, causes beyond Seller's control. If delivery of any special items is delayed by Buyer for more than 30 days after completion, Seller may invoice for such items and hold for Buyer's disposition for a reasonable period of time. Buyer shall make payment for such special items within 30 days from date of invoice.
- 5. INSPECTION TOLERANCES** - All materials shall be furnished subject to Seller's standard manufacturing variations and practices.
- 6. CANCELLATION** - The contract resulting from this Quotation, or Invoice, or Acknowledgement and acceptance of Buyer's order cannot be cancelled, terminated or modified by Buyer in whole or in part except with the Seller's consent in writing and then only upon terms and conditions then to be agreed upon which shall include protection of Seller against all loss.
- 7. CLAIMS** - Buyer shall promptly inspect the products upon receipt, and any claim respecting the condition of products, compliance with specification or any other matter affecting the products shall be made in writing promptly upon receipt by Buyer or Buyers.
- 8. RESALE** - In the event that the goods sold hereunder are purchased by Buyer for resale, Buyer agrees and warrants that it will obtain contractual protection for Seller in its resale contracts with its Customers equivalent to the protection provided herein.
- 9. PRODUCT WARRANTY** - Seller makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, nor any express warranty which extends beyond the description on the face hereof, whether arising by operation of law, custom or usage of trade, or otherwise. As Buyer's sole remedy, products proving defective in material and/or workmanship will be replaced F.O.B. destination, or, at Seller's option, credit will be allowed for the original price thereof, provided written claim is made by Buyer, and Buyer affords Seller an adequate opportunity to inspect such defect. Notwithstanding the preceding sentence, no credit or replacement shall be given if the product has been misused, abused, improperly stored or shipped, or used in an application for which the specific product was not suited, and in any event if written claim is not made within 12 months following shipment.
- 10. LIMITATION OF DAMAGES.** - Seller shall in no event, regardless of designation or characterization, be liable for loss of anticipated profits, loss of production or shutdown of operation, increased operating costs, claims of customers, cost of money, loss of use of capital or revenue, loss or expense as a result of soil or water pollution, whether arising under contract, tort (including negligence), strict liability, or other theory of law or equity; nor shall Seller be liable for any claim, loss, expense or suit claiming indirect, special, incidental or consequential loss or damage of any nature, whether similar or dissimilar to those listed above, arising at any time or from any cause whatsoever.
- 11. LIMITATION OF LIABILITY** - In any event, Seller's maximum liability hereunder, whether arising under contract, tort (including negligence), strict liability, or other theory of law or equity, shall not exceed the contract price of the order, giving rise to the claim, demand, or cause of action.
- 12. OCCUPATIONAL SAFETY AND HEALTH ACT** - Seller makes no warranty that the use of products sold hereunder will not violate the Occupational Safety and Health Act or that they will comply with any of the standards promulgated under the Act. Seller's liability, in the event that the product does not comply with the specified standard in effect on the date hereof, shall be limited, at Seller's option, to either replacing the product, modifying it so as to render it in compliance or refunding the purchase price..
- 13. OVERSHIPMENTS** - Seller reserves the right to ship over or under ten (10) percent of order.
- 14. NON-RETURNABLE CONTAINERS** - Since Seller's shipments are made in "single trip" non-returnable containers, Seller makes no allowances for the return of any container.
- 15. RETURN OF "LEFTOVERS"** - Seller will not accept any material returned without Seller's written permission. All returned material must be shipped prepaid by Buyer. Collect shipments will not be accepted, as the credit Seller can allow for returned material is usually unsatisfactory because of the expense of return transportation, rehandling and reinspection. It is distinctly to Buyer's advantage to retain leftover materials against future needs.
- 16. MOLDS** - Mold charges do not convey title to or right of possession of molds. Seller will maintain molds, provided there is no change in Buyer's specifications or design, but reserves the right to discard them if no orders are received within the period of one year.
- 17. GOVERNMENTAL OBLIGATION** - Buyer hereby agrees to take no action which may cause Seller to be in violation of any United States legislation or regulation.
- 18. SELLER'S REMEDIES; GENERAL** - (a) In case Buyer shall fail to make payments in accordance with the terms as set forth in this Quotation, Invoice, or Acknowledgement, Seller, in addition to its other rights and remedies, may, at its option, defer further shipments until such payments are made, or may terminate the contract, and Buyer shall not have any cause of action or be entitled to any offset, counterclaim or recoupment against Seller by reason of any such action. (b) No failure of Seller to insist upon strict compliance by Buyer with the terms and conditions of this Quotation, Invoice, or Acknowledgement or to exercise any right accruing from any default of Buyer shall impair Seller's rights in case Buyer's default continues or in case of any subsequent default by Buyer. (c) Waiver by Seller of any breach of contract shall not be construed as a waiver of any other existing or future breach. (d) If any provision of this contract is held invalid under any applicable statute or rule of law, such invalidity shall not affect any other provision, and each provision or part hereof is declared to be severable.