

## TERMS AND CONDITIONS OF SALE

1. **THE PROVISIONS HEREIN SET FORTH ARE PART OF THIS ACCEPTANCE; ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE SELLER.**
2. These provisions shall be construed in accordance with the law of the state in which the products are produced.
3. **Prices** - The prices shown are subject to an adjustment to the Seller's prices in effect at the time of shipment.
4. **Taxes** - The Buyer agrees to pay the amount of any excise, sales, gross receipts, use or occupation tax levied upon this transaction or upon any sale, contract, shipment or delivery incident thereto, or to furnish Seller with necessary funds for such payment if payable by Seller, in addition to the price or prices provided herein.
5. **Delay** - Delivery is subject to delays due to war, acts of God or of the public enemy, acts of Government, fire, floods, strikes, labor trouble, inability to obtain materials or fuel, sabotage, freight and transportation delays of any cause of the same or any other kind beyond the control of the Seller.
6. **Liability of Seller** - The Seller shall be liable only to replace or repair such products as may be found to be defective due to Seller's fault or to allow credit for such products, at its option, if the defect is found and reported to Seller within 60 days after date of shipment from Seller. The Seller shall not be liable for transportation or installation charges, expenses for repairs or replacements, including, but not limited to, Buyer's machining expense for any loss or reduction of profits or for loss of use or for indirect or consequential damages of any kind, whether arising from delay in delivery, breach of warranty or from any cause whatsoever. Buyer must notify Seller to return any defective items.
7. **Credit Approval** - Shipment, deliveries and performance of work shall at all times be subject to the approval of the Seller's Credit Department and the Seller may at any time decline to make any shipment or delivery to perform any work except upon receipt of payment or upon terms and conditions or security satisfactory to such Department.
8. **Cancellation** - Cancellation of orders accepted by the Seller can be made only with the Seller's consent. Should cancellation be accepted by the Seller, the Buyer shall pay the full purchasing price for articles completed. On such items that are not completed, a charge will be made for incurred material and labor costs together with material handling, manufacturing, sales, engineering and administrative overhead plus the same percentage of profit as carried on the original order. Buyer shall also pay in full the cost of all special core boxes, tools, dies, patterns and fixtures, all of which remain at all times in possession of Seller unless otherwise expressly provided. The Seller may, at its option, accept cancellation on a no-charge basis retaining in its possession, any production material acquired for processing the canceled order.
9. **Material Supplied by the Buyer** - When material or equipment is supplied by the Buyer in connection with performance of labor or services by Seller on such material or equipment or for any other reason, whether or not such material is listed as a part of this order, the following additional and supplementary terms and conditions shall apply and shall supersede the foregoing terms and conditions to the degree they conflict with such terms and conditions, if any. Seller shall not under the circumstances be liable either for any direct or consequential damages which may result from acts which it performs or from its failure to perform any act with respect to such material or equipment for any loss of or damage to such material or equipment resulting from processing by Seller or from any other cause. Defective parts and material will be returned to the Buyer at the Buyer's expense.
10. **Patents** - Seller shall not be liable to Buyer for any loss, damage or expense incurred by Buyer as a result of any infringement or alleged infringement of any patent, trademark or trade name by the goods sold hereunder. Buyer shall save, hold harmless and indemnify Seller of and from loss, damage or expense including Court costs and Seller's reasonable attorney's fees incurred by Seller as a result of any infringement or alleged infringement of any patent, trademark or trade name by the goods sold hereunder or by any equipment or process used in their production. If any claim or suit for infringement by goods sold hereunder is made or begun against Buyer, Buyer shall promptly notify Seller in writing. Seller shall have the right to intervene in and take over completely, or to any degree Seller deems desirable, the defense of said claim or suit. Buyer shall cooperate fully with Seller in such defense. If any claim of or suit for infringement is made or begun against Seller, Seller shall have the right to require Buyer to intervene in and take over completely, or to any degree Seller deems desirable, the defense of said claim or suit. Seller's immunity from liability to Buyer and Seller's right to indemnification from Buyer hereunder shall not be affected by such intervention of Seller or Buyer in any suit.
11. Prices on a per unit basis are based on estimated rough weights, but actual weights will be used as the basis for billing.
12. Prices apply to products produced to commercial standards; extra charges are applicable to products of special analysis or made to special tolerances, or to meet special specifications of any kind.
13. Seller's prices are based on normal test requirements as determined and performed by Seller's inspectors and, unless expressly agreed in writing by Seller, does not include any other inspection of any kind.
14. All transportation charges on tooling equipment to and from the producing plant shall be paid by Buyer.
15. When Buyer furnishes any equipment, other than regulation equipment, which increases the cost of production of the product, an extra charge will be made.
16. Repairs and changes to tooling, including the cost of replacing tooling, will be made at the expense of the Buyer.
17. Seller shall have no liability for loss of or damages to Buyer's tooling and other equipment in Seller's custody whether or not loss or damage is caused by the alleged negligence of Seller or its employees. It shall be Buyer's responsibility to provide adequate insurance against loss or damage to Buyer's tooling.
18. Tooling storage facilities are provided by Seller for active tooling only. Tooling not in use for a period of one year shall be subject to return or disposal by Seller at the expense of Buyer, upon reasonable notice given to Buyer.
19. Seller is not responsible for variations between blueprints and tooling equipment supplied by Buyer.
20. All orders accepted by Seller shall be filled and shipped in accordance with Seller's Production Schedules.
21. In the event the account of the Buyer is turned over to an attorney for collection by the Seller or any party acting on behalf of the Seller, in addition to the unpaid balance of this account, the Buyer agrees to pay all expenses for collecting the account including a reasonable attorney's fee for the attorney representing the Seller.
22. In line with general practice, all goods are shipped at the purchaser's risk. Claims for damage in transit must be filed with the carrier involved. Shipments should be carefully examined on arrival before signing a receipt. A signed Bill of Lading or delivery ticket with no exceptions noted will indicate the count, description, and condition are satisfactory.
23. **Service Charge** - A Service charge of 1-1/2% per month will be added to all past due invoices.