

## CUSTOMER SALES ORDER TERMS AND CONDITIONS:

1. **MERGER PROVISION:** The sales personnel of the seller are not authorized to make warranties about the merchandise described in this contract. Seller's employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES; shall not be relied upon by the buyer, and are not part of this contract for sale. The entire contract is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this written contract. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.
2. **LIMITED WARRANTY:** The seller warrants that the merchandise to be delivered will be of that kind and quality described in the order or contract and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within 60 days after the initial date of delivery, the seller will, upon notification thereof and substantiation that the goods have been stored installed maintained and operated in accordance with the seller's recommendation and standard industry practice, correct such defects of material only by suitable repair or replacement.
3. **THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY WHETHER EXPRESS OR IMPLIED, EXCEPT THE WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT.** This warranty does not cover any damage to the products caused by accident, vandalism, customer negligence, flood water, lightning, fire, intrusion, abuse, misuse, act of God, any casualty, attempted unauthorized repair service, modification, or improper installation by any one other than company, or any other cause other than defects in products. Correction of nonconformity, in the manner and for the period of time provided above, shall constitute fulfillment of liabilities of the seller to the purchaser with respect to the goods, whether based on contract, negligence, strict tort or otherwise.
4. **LIMITATION OF LIABILITY:** The seller shall not under any circumstances be liable for special or consequential damages such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods, or claims of customers of the purchaser. The remedies of the purchaser set forth herein are exclusive and the liability of the seller with respect to any contract or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, installation or use of any goods covered by or furnished under this contract whether arising out of contract, negligence, strict-tort, or under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the price of the goods upon which such liability is based. Customer agrees and understands that company is not an insurer, and that insurance covering bodily injury, including death, and real or personal property loss or damage shall be obtained and continuously maintained by customer. Customer further agrees that company is not liable for any loss or damage which may occur prior to, contemporaneous with, or subsequent to the execution of this agreement, even if due to the improper performance of an / or failure to perform of company or the products supplied by company in connection with the rendering of such services. Since it is impractical and extremely difficult to fix actual damages for bodily injury and / or property damage, real and personal, which may arise as a result of the services rendered under this agreement or any products in connection therewith, and / or the active or passive sole, joint or several negligence subcontractors and / or any claim brought in product or strict liability and / or breach of warranty, express or implied and / or breach of contract, express or implied and / or for contribution or indemnification, notwithstanding the other provisions of this agreement, should there arise any liability on the part of company,

whether in contract, tort, or equity including but not limited to any general, direct, special, incidental, exemplary, punitive, and / or consequential damages, irrespective of cause, such liability shall be limited to the maximum sum of \$1,000 and this liability shall be exclusive. And any and all claims, actions or proceedings, legal or equity, against company must be commenced in court within one year after the cause of action has occurred or the act, omission, or event, occurred, from which the claim action or proceeding arises, whichever is earlier, without judicial extension of time or said claim action or proceeding is barred, time being of essence in this regard.

5. Customer is required to provide its own Property Insurance on all products that are part of this Sales Agreement. Company assumes no risk of loss or obligation to insure.
6. In the event Customer fails to make timely payment to Company, interest will accrue at a rate of 1.5 percent per month.
7. In the event of litigation between Customer and Company, if Company prevails, Customer will be liable for all awards or judgments, as well as professional fees and costs including counsel fees incurred by Company.
8. **RAW MATERIALS:** Seller will only purchase and maintain raw materials to the extent of firm orders, however, an exception may be made on the Buyer's authorized written request, unless otherwise specified, Seller's standard formulations will be used.
9. If the material acquired on Buyer's behalf becomes surplus due to any order cancellation, a specification change, or obsolescence, Seller will so notify Buyer within 10 days of Seller's notice. Buyer can select to purchase the material at Seller's cost, F.O.B. Seller's plant locations; or in the absence of said election, Seller will invoice the Buyer for said material, attempt to dispose of same end, if successfully delivered over to Buyer the net proceeds from said disposal. After 60 days, a reasonable warehouse charge will be paid by Buyer for as long as Seller remains in possession of said material, or any part thereof; or Seller will have the option at any time of physically returning said material to Buyer at Buyer's cost.
10. **WAIVER:** Waiver by Seller of any of the terms and conditions herein set forth for any single or multiple event, or events, will not constitute a waiver, express or implied, for any past, present, or future event or events, governed herein by said terms and conditions.
11. **TOOLING:** All tooling for which there is a "Tooling Charge" shall remain the property of the Seller. The term "tooling" shall include such terms as dies, molds, jigs, fixtures, mandrels, adapters, etc. The Seller warrants that such "tooling" shall be used for the Buyer's work and it shall be the responsibility of the Seller to maintain in good working order such tooling for normal life of same. The Buyer is responsible for all costs resulting from Buyer's request to make alterations, duplications, or replacements such tooling.