TERMS AND CONDITIONS

1. ACCEPTANCE. All orders are taken subject to Seller's acceptance. Seller does not agree to any terms and conditions except those set forth herein and in its current price schedules and in its written quotation, if any, and acceptance of this offer is expressly limited to its terms. Shipment of any merchandise by Seller will be on said terms and conditions and no modification shall be effected by the acknowledgment or acceptance of any purchase order forms containing different terms and conditions from those set forth herein.

2. PRICES. Prices and terms are subject to change without notice, and orders calling for future delivery will be billed according to the price in effect at the time of delivery. Written quotations automatically expire thirty days from the date issued and are subject to earlier termination by notice. Prices shown do not include charges for special packaging which will be extra unless otherwise specified. Buyer shall reimburse Seller for all taxes, excise or other charges which Seller may be required to pay to any government (Federal, state or local) upon the sale, use, production or transportation of the merchandise sold hereunder.

3. TERMS OF PAYMENT. Unless otherwise specified herein, regular terms to approved credit are 2% discount if payment is received within 10 days, Net cash 30 days. Seller may charge interest on all overdue bills. If in Seller's opinion the financial condition of Buyer at any time does not justify continuance of production or shipment on the terms of payment specified, Seller may require full or partial payment in advance. In the event Buyer fails to make payment for any shipment when same becomes due, Seller, without limitation of any other remedy, may suspend further deliveries until such default is cured to the satisfaction of Seller or may cancel this Agreement. All deposits are non-refundable.

4. SHIPPING INSTRUCTIONS; RISK OF LOSS. Unless otherwise specified herein, goods are sold F.O.B. Seller's dock, freight collect. Methods and routing of shipment are at Seller's discretion unless Buyer supplies explicit instructions. All shipments are insured at Buyer's expense and made at Buyer's risk. Unless otherwise specified, shipments will be by carrier of Seller's selection and for Buyer's account to carrier's platform nearest to Buyer. Cartage charges between carrier's platform and Seller's dock or Buyer's dock are for Buyer's account on all shipments. Title to and risk of loss of the products shall pass to Buyer upon delivery to the carrier.

5. CLAIMS RELATED TO SHIPMENT. Claims for loss, damage, shortages, delays or failures in shipment or delivery must be reported in writing to Seller within 10 days from date of delivery to file claim with the carrier.

6. COMPLIANCE. Delivery of ten percent under or over the quantity specified herein shall constitute fulfillment of the order. Any excess not exceeding ten percent shall be taken and paid for by Buyer and credit will be given for any deficiency. Shipments made within twenty days after specified date of delivery shall constitute good delivery.

7. EXCUSABLE DELAYS. Seller shall be excused and not liable for any delay in the performance of this Agreement, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay, if such delay is caused, directly or indirectly, by Buyer's request, strikes, fires, wars, acts of God, subcontractor default, shortages in labor or materials, inability to obtain labor or materials through Seller's usual and regular sources or at prices and upon terms commercially reasonable to Seller, damage to plant, governmental regulations or other cause similar or otherwise beyond Seller's control. Seller shall have the additional right, in the event of the happening of any of the foregoing contingencies, at its option, to cancel any order under this Agreement or any part thereof without any resulting liability.

8. CONDITIONS. This Agreement is subject to Seller's ability to obtain the necessary raw materials. Materials used in connection with this order are subject to Seller's standard tolerances for variations, and all orders and shipments applicable thereto are subject to Seller's current manufacturing schedules, and such government regulations, orders, directives and restrictions that may be in effect from time to time.

9. LIMITED WARRANTY. New and certified factory refurbished merchandise is warranted to be free from defects in material or workmanship for a period of one year from the date of original installation except for normal wear and tear and in such cases of component items purchased by Seller, in which instance the specific manufacturer's warranty shall apply. Film is warranted to be free from defects in material or workmanship for a period of 90 days from date of invoice. Seller's only obligation under this warranty is limited to replacement or, at Seller's option, repair at its factory of any part or parts of said products which shall be returned to Seller with transportation charges prepaid and which Seller's examination shall disclose to its satisfaction to have been defective. THIS IS SELLER'S SOLE WARRANTY AND BUYERS SOLE REMEDY. For warranty service please contact the Service Department at the location produced at Seller's address.

SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESAID OBLIGATION ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT.
This warranty shall not apply to any product or component thereof which has been repaired or altered outside of Seller's factory in any manner, so as, in Seller's judgment to affect its serviceability or which has been subjected to misuse, negligence or accident, or to products made by Seller which have been operated in a manner contrary to Seller's printed instructions. Additionally, this warranty shall not apply to any machine that (a) has been used for a purpose or purposes other than those for which it was intended, (b) has been used or operated with or using parts, materials, or other equipment that are not certified by Seller for use in conjunction with such product or component, or (c) where the serial number of date code has been removed or defaced. Under no circumstances shall Seller be liable for loss, damage, cost of repair or incidental or consequential damages of any kind in connection with the sale, use or repair of any product from Seller. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

10. RETURNED MATERIALS. In no event shall goods be returned without first obtaining Seller's written permission. Only unused material as currently manufactured by Seller which has been invoiced to Buyer within 90 days, will be considered for return, in Seller's sole discretion. Material accepted for credit is subject to a minimum service charge of ten percent, plus all transportation charges. Custom made goods and materials manufactured to Buyer's specification are not subject to return for credit under any circumstances.

11. CANCELLATION. Once an order is placed with and accepted by Seller, such order can be canceled only with Seller's written consent and upon terms that will indemnify Seller against loss in connection with such cancellation.

12. SELLER'S RIGHT OF POSSESSION. Seller shall have the right, for credit reasons or because of Buyer's default, to withhold shipments, in whole or in part, and to recall goods in transit, retake same, and repossess all goods which may be stored by Seller for Buyer's account, without the necessity of taking any other proceedings, and Buyer consents that all the merchandise so recalled, retaken or repossessed shall become Seller's absolute property, provided that Buyer is given full credit therefore. The foregoing shall not be construed as limiting, in any manner, any of the rights or remedies available to Seller under the Uniform Commercial Code because of any default of Buyer.

13. NO OFFSET. Any delivery not in dispute shall be paid for regardless of other controversies relating to other delivered or undelivered merchandise.

14. LEGAL COMPLIANCE. Seller will comply with all federal laws and regulations which govern Seller’s performance hereunder. Seller hereby certifies that the goods covered hereby are produced in compliance with the requirements of Section 6, 7 and 12 of the Fair labor Standards Act of 1938, as amended, of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof. Seller further certifies that Seller complies with the Equal Employment Opportunity provisions of Section 202 of Executive Order 11246 of September 24, 1965, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and Section 402 of the Vietnam Era Veterans Readjustment Requirements Assistance Act of 1974.

15. APPROVAL BY SELLER. All custom-made orders must be approved in writing on behalf of Seller at Seller's home office.

16. INDEMNITIES AND INFRINGEMENTS. Buyer shall defend, protect and save harmless Seller against all suits at law or in equity and from all damages, claims and demands for actual or alleged infringement of any United States or foreign patent or trademark on products made to Buyer's specifications, blueprints or designs, and shall defend any suit or action which may be brought against Seller for any actual or alleged infringement because of the manufacture and/or sale of the goods and materials covered thereby.

MISCELLANEOUS

17. CHOICE OF LAW. The laws of the state of Seller's place of business set forth on the reverse hereof shall govern on all questions arising under this Agreement.

18. ATTORNEYS FEES. In any suit or action brought to enforce any terms herein or to recover for any breach of this Agreement, the losing party shall pay to the prevailing party reasonable attorneys fees and all other costs and expenses which may be incurred by the prevailing party. Notwithstanding the foregoing, in the event Seller shall refer this order to an attorney for collection, Buyer agrees to pay, in addition to any unpaid balance due hereunder, all costs and expenses incurred in attempted or effecting collection hereunder, including reasonable attorneys fees, whether or not suit is instituted.

19. ASSIGNMENT AND BINDING EFFECT. This Agreement is not assignable by Buyer in whole or in part except with the prior written consent of Seller, which consent may be withheld in Seller's sole judgment, but at the option of Seller shall be binding upon any successor of Buyer. Seller may assign this Agreement, in whole or in part to any of its affiliated companies.

20. NOTICE. All notices required to be given hereunder shall be by certified or registered mail, return receipt requested, or by nationally recognized overnight courier, directed to the party at the address for such party as set forth on the face hereof.

21. WAIVER. Failure of either party to exercise any right under the Agreement or a waiver of any breach by either party at any time shall not be deemed to be a waiver of such parties right thereafter to enforce or compel strict compliance with every term and condition of this Agreement, nor shall it constitute a waiver of any subsequent breach.