

1. **PRICES.** Seller reserves the right to change its price to Buyer for any goods referenced herein in Seller's price for such goods in effect at the time of shipment. A revision in Seller's published price list for such goods and/or the specification of a revised price in Seller's Invoice to Buyer for such goods shall constitute notice to Buyer of the price change. Unless Buyer otherwise advises Seller promptly after Buyer has first been so notified as to any such price change, Buyer shall be deemed to have accepted the price change. If Buyer does not accept the changed price Buyer shall immediately notify Seller, and if the goods have already been shipped, Buyer shall accept Seller's directions regarding disposition of the goods.

2. **SELLER'S TERMS TO GOVERN.**

Only the terms and conditions stated herein and on Seller's Order Confirmation shall be binding upon Seller, and no modification thereof whether in Buyer's purchase order, shipping release forms or otherwise shall obligate Seller unless signed by Seller's authorized representative. If the terms and conditions herein stated are not acceptable, Buyer must notify Seller immediately.

3. **TAXES.** All prices are subject to addition of any Federal, State or local taxes applicable to the sale, purchase, delivery, storage, processing or use of the product covered hereby. Any such tax shall be for the account of Buyer.

4. **TRANSPORTATION CLAIMS.** The responsibility of the Seller shall cease upon delivery of goods in condition to the carrier. Since all goods are shipped at Buyer's risk, they should be examined carefully before signing delivery receipts. If carrier tenders delivery of goods in bad condition or if packages delivered do not check with number called for on freight bill, Buyer should insist on carrier's agent making notation of condition or shortage on delivery receipt. This will enable Buyer to secure prompt payment of claim for damaged or lost material.

Sometimes damage or loss is not readily apparent. It is suggested that Buyer thoroughly inspect each shipment as soon as it is received for concealed loss or damage. If found, notify carrier's agent immediately, requesting inspection, since under usual carrier's procedure, claims are not entertained without inspection. If agent will not make inspection, Buyer should file an affidavit with his claim certifying the date inspection was requested.

5. **WARRANTIES.** SELLER MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND BUYER ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE BY SELLER OR ON ITS BEHALF, EXCEPT THAT THE GOODS COVERED BY THIS INVOICE SHALL BE OF THE STANDARD QUALITY OF SELLER. BUYER ASSUMES ALL RISK AND LIABILITY RESULTING FROM ITS USE OF THE GOODS, INCLUDING WHEN USED IN COMBINATION WITH OTHER PRODUCTS OR MATERIALS. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR SELLER ANY OTHER LIABILITY IN CONNECTIONS WITH THE SALE OR USE OF THE GOODS SOLD. THE GOODS ARE NOT INTENDED FOR USE AS STORAGE CONTAINERS EXCEPT WHEN SUCH USE IS INCIDENTAL TO SHIPPING.

6. **DELIVERY.** Seller shall be under no liability for damages by failure to make, or delay in, delivery due to circumstances beyond its control, including but not limited to, acts of God, acts of Buyer, acts of civil or military authorities, priorities, fires, floods, epidemics, quarantine restrictions, war, riot, delay in transportation, car shortages, strikes, differences with workmen or other labor trouble and inability to obtain necessary labor, materials, or manufacturing facilities.

7. **CLAIMS.** The Buyer hereby waives any right of rejection or revocation of acceptance or any claim or defense based upon the quality of the goods specified herein unless (1) within ten (10) days after Buyer learns of the defect complained of, but in any event within ninety (90) days of receipt of shipment, Buyer sends to Seller at the address given on the Front Page of this form a letter by certified mail return receipt requested, specifying the nature of the complaint and (2) Buyer preserves the shipment or portion thereof complained of in order to enable Seller to substantiate the basis of the Buyer's complaint. Compliance by the Buyer with these conditions precedent shall not constitute an admission by the Seller of the merits or amounts of the Buyer's claim or defense.

8. **CREDIT.** Credit for goods found to be defective or subnormal shall be allowed only if returned, after specific authorization is obtained from the Seller, to a location designated by Seller, within a reasonable time period to be specified by the Seller.

9. **SELLER'S LIABILITY.** No claim of any kind whether as to goods delivered or for non-delivery of goods shall be greater in amount than the purchase price paid for the goods in respect of which such damages are claimed and in no event shall Seller be liable for prospective profits or consequential damages. No charges or expenses incident to any claims will be allowed unless approved by an authorized representative of Seller. Goods shall not be returned to Seller without Seller's permission.

10. **LOSS OF CREDIT.** In the event Buyer fails to fulfill the terms of payment, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, the Seller may at any time without affecting the obligation of the Buyer to complete the contract, limit or withdraw the credit of the Buyer and may receive a satisfactory security or payment prior to any delivery. Upon failure of Buyer to make such payment, Seller reserves the right, in addition to all other rights, to cancel and sell the undelivered goods as scrap and hold Buyer for any loss.

11. **DEFAULT IN PAYMENT OF INVOICE.** If payment is in default for any one invoice covering goods sold to Buyer by Seller, then Seller, at its option, may declare all invoices regardless of their terms and due date and whether or not under this contract, due and payable at once, and may delay any further shipments until the default is cured.

12. **INTEREST.** Seller has the right to charge interest not to exceed 1 ½ percent per month on all amounts past due.

13. **NON-WAIVER.** The Seller's failure to exercise any right hereunder, or to insist upon strict performance of any provision of this agreement, or to take any action permitted on a breach by the Buyer, shall not be deemed a waiver thereof or of any other rights in the performance of or compliance with any of the terms of this agreement.

14. **FAIR LABOR STANDARDS ACT.** We hereby certify with respect to goods manufactured by us, that goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act of 1938 as amended.