

CONDITIONS OF SALE

1. Seller may cancel this order or suspend further deliveries under it, among other remedies, in the event Buyer's account becomes past due. Seller reserves title to all goods as security until payment for same has been received.
2. Buyer shall give Seller reasonable notice covering shipments against this order, and take delivery accordingly. If Buyer fails to take delivery in accordance with such notice, Seller may at its option cancel affected quantities from the order. Deliveries hereunder are subject to any intervening governmental priority, allocation or distribution orders or requests.
3. Deliveries may be suspended in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, injunction, government action, inability to obtain or use fuel, power, raw materials, materials in intermediate or finished form, labor, containers, or transportation facilities, accident, breakage of machinery or apparatus, national emergency, or other causes beyond the control of the party affected preventing the manufacture, shipment or acceptance of a shipment of the goods, or preventing manufacture of a product upon which the manufacture of the goods is dependant. Deliveries so suspended may be cancelled without liability, but the order shall otherwise remain unaffected.
4. Seller may require Buyer to reimburse all taxes, excise or other charges, which Seller may be required to pay to any government (National, State or Municipal) which are levied directly upon the sale, production of the goods sold hereunder, or of any raw materials used therein.
5. If the materials of this order must be manufactured especially for Buyer, and this order is cancelled for any reason, Buyer will take delivery of and make payment for materials completed and in process on the date notice of cancellation is received by the Seller
6. Seller has the right to change the price, freight allowance, or terms of payment specified herein anytime, provided Seller has given Buyer at least fifteen (15) days written notice of any such change. Buyer's failure to serve Seller with written notice of objection to proposed revision prior to the effective date of such revision shall be considered acceptance of such revision. If Buyer shall serve Seller with such notice prior to such date, Seller may either continue to supply Buyer at the then existing price, freight allowance, and terms of payment, or cancel this order or any open balance thereof upon written notice to the Buyer. If Seller desires to revise the price, freight allowance, or terms of payment, pursuant to this paragraph, but is restricted to any extent against so doing by reason of any law, decree, order or regulation of any government, or if the price, point of delivery or terms of payment then in effect under this order is reduced or nullified by reasons of any law, decree, order or regulation of any government, Seller shall have the right to cancel this order upon written notice to the Buyer.
7. SELLER MAKES NO WARRANTY BEYOND THE WRITTEN DESCRIPTION OF THE GOODS ON THE FACE HEREOF, AND THERE IS NO IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER UE TO OR ARISING OUT OF BREACH OF CONTRACT EXPRESS OR IMPLIED WARRANTIES (INCLUDING WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR PURPOSE) AND/OR SELLERS'S NEGLIGENCE, and Seller's liability and Buyer's exclusive remedy for any breach or default of any kind or negligence shall be limited to the replacement of materials with respect to such breach, default or negligence is claimed, or the repayment of any portion of the purchase price received therefore subject to the return of such materials to the Seller. Claims shall be deemed waived unless made in writing within ten (10) days of delivery. Without limiting the generality of the foregoing, Buyer expressly assumes all risk of patent infringement by reason of its use of material provided herein in combination with other material, or in operation of any process.
8. Any increase in the freight rates incurred as a result of special handling at Buyer's request and paid by Seller on shipments covered by this contract may, at Seller's option, be added to the price of the goods.
9. If the goods are shipped by rail car, piggy-back, truck or other vehicle, or any containers which are to be returned to the Seller or to any third party, such vehicles or containers shall be unloaded as follows, Sundays and holidays excepted: railcars- within 48 hours; piggy-back - within 24 hours; trucks and all other vehicles and containers - within the same business day. In the case of bulk carload or tank car shipments, shipper's weights, certified by a sworn weighmaster, shall be conclusive.
10. Where shipment of the goods requires use by Seller of returnable containers, spools or packaging materials, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for to insure the return of the containers, spools or other packaging materials to point of shipment. Such containers, spools or other packaging materials must be kept in good condition, may not be used for any product other than that shipped therein, and must be returned within sixty (60) days from the date of shipment. On such containers, spools or other packaging materials being so returned, a refund of the deposit will be made. If Buyer fails to return the said containers, spools or other packaging materials in good condition or within the time specified, Seller may, without limiting its other rights in any way, elect to declare Buyer's deposit forfeited.
11. A tolerance of $\pm 10\%$ of order quantity applies to all items.
12. Overdue accounts will be subject to Seller's late payment fee in effect on the invoice date but will in no event exceed maximum rate of interest allowed by law.
13. In the event of inability for any reason to supply the total demands for the material specified herein, Seller may allocate its available supply among any or all purchasers, as well as departments and divisions of the Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.
14. Unless otherwise specified herein, Seller will not be liable for any damages for failure to deliver within the requested time, but will use its best efforts to make delivery within such time.
15. Any action against the Seller arising out of this order or by reason of any sale hereunder, or by reason of any federal or state statutory provisions relating thereto shall be commenced within one (1) year from the date such cause of action arises, otherwise the same shall be barred notwithstanding any statutory period of limitations to the contrary. Unless otherwise indicated hereon, risk of loss and responsibility for all materials sold hereunder shall pass to Buyer upon Seller's delivery to carrier.
16. This contract is not transferable nor assignable by Buyer, and any attempt by Buyer to assign its rights, duties or obligations under this contract shall be void
17. This agreement constitutes the entire contract of sale and purchase of the goods and the Seller shall not be liable for, or bound in any manner by, any representations, guarantees or commitments except as specifically provided herein. No modification of this contract shall be of any force or effect unless in writing and signed by the party claimed to be bound thereby, and no modification shall be effected by the acknowledgement or acceptance of purchase order forms containing different conditions.
18. Seller's shipment of goods shall not be interpreted as acceptance of terms or conditions of sale different from those contained in this document.