

1. Seller may, at its option, decline to make further delivery if payment is not made in accordance with the invoice. If notes, drafts or other paper are accepted by Seller as part or full payment of the invoice, such acceptance by Seller is conditioned upon payment thereof when due, and all notes, drafts or other paper may become due at Seller's option, upon Buyer's default in payment of any one or more notes, drafts or other paper issued in full or part payment of the invoice.

2. Shipping or delivery dates set forth herein are estimated dates and are not binding upon Seller. Seller is not responsible for failure to ship or delays in shipment due to strikes, accidents or other causes beyond Seller's control. Buyer agrees to accept such shipment from Seller after said causes have ceased to exist. Orders are not subject to cancellation by Buyer except on terms agreed to by Seller, nor will Seller defer shipment of this order when ready unless Seller is indemnified by Buyer against costs or loss which may result therefrom.

3. Any municipal city, state, federal or other tax imposed under any present or future law in the sale of the product covered hereby shall be in addition to the quoted purchase price and shall be paid by the Buyer.

4. Seller agrees to be responsible for the maintenance of all tools and dies held for the exclusive use of Buyer, but Seller reserves the right to dispose of any tool or die after two years of non-use.

5. Seller makes no representation or warranty with respect to suitability of the use of the product for the purpose intended by the Buyer or for any other purpose. Seller's sole and exclusive responsibility is to deliver the product as ordered and its sole and exclusive liability is to replace any defective product if such product does not meet the specifications submitted by Buyer. Seller shall have no other or greater liability in the premises and shall have no liability for any consequential, incidental or special damages of any kind whatsoever. The Buyer assumes all risk of every kind and nature in connection with the use of the product, whether by the Buyer or others.

6. Failure of Buyer to object in writing to any product shipped to it by the Seller within fifteen (15) days after receipt thereof will constitute complete acceptance by Buyer of such merchandise. Rejected product must be returned to Seller within twenty (20) days after shipment and prior written authorization from the Seller's factory. Seller has the right to recondition the rejected product to meet Buyer's specifications and replace same within a reasonable time after receipt by Seller.

7. The products under this order will have been produced in compliance with the Fair Labor Standard Act of 1938 as amended.

8. Buyer will defend, at its own expense, any suit which may be brought against Seller by reason of the manufacture or sale of any product made to the Buyer's specifications.

9. If any litigation arises between Buyer and Seller hereunder, Buyer shall be liable for Seller's costs, expenses and attorney's fees if Buyer is adjudged to be at fault.

10. Seller will be allowed extra charges for all authorized written changes in the order made by Buyer.

11. Buyer will have a responsible member of its company approve all designs made by the Seller. Seller will correct any errors in designs mutually agreed upon, but will assume no liability for the corrections made to the designed product.

12. Seller will not be responsible for product's performance where the product is manufactured either to the Buyer's design, prints or specifications, or where Seller approves Buyer's design, prints or specifications, or for any damages which Buyer may incur therefrom.

13. Seller reserves the right to correct errors in its products. No charges for repairs by others to its products will be accepted by Seller without its written authorization.

14. It is understood that there are no conditions or agreements outside of these terms and conditions of sale and that all prior conversations, agreements or representations with reference to the subject matter contained herein are hereby superseded.

15. Buyer's insolvency or commission of any act of bankruptcy, including the filing of a voluntary or involuntary petition under the Bankruptcy Laws or any Chapter thereof, the appointment of a receiver for Buyer or the assignment for the benefit of creditors of Buyer shall give to Seller the right to terminate the order without liability or obligation of Seller.

16. Tools and dies required for the manufacture of Buyer's order are to be paid for by Buyer. The sales price of such tools and dies does not represent the total price. If Buyer desires delivery of the tools and dies, an additional charge will be made to cover the balance of the sales price.

17. Since it is impractical to manufacture exact quantities, 10% more or less than the amount ordered shall be considered by Buyer as full delivery and it will be billed pro rata.

18. Buyer agrees that it has full knowledge of the conditions printed herein and that the same are part of the agreement between Buyer and Seller and shall be binding. Unless otherwise specifically agreed to in writing by the Seller, any term or condition contained in any document or form used by Buyer which would modify, vary, add to, conflict with or contradict any term or condition contained herein shall be deemed to be null and void and waived by the Buyer, and the terms and conditions herein set forth shall prevail.

19. In the absence of any written notice to the contrary consented to by the Seller in writing, Seller will assume the Buyer has accepted the terms and conditions hereof, and the acceptance of any product or services by Buyer from Seller shall constitute a full acceptance by Buyer of the terms and conditions herein set forth. Any changes in specifications, shipping dates, routing or other conditions of this contract must be authorized in writing signed by Seller's agent or authorized representative.

20. The terms and conditions herein set forth constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same will be binding upon either party hereto, unless in writing signed by a duly authorized officer or representative thereof and the conditions hereon shall be and become an integral part of the contract between the parties.

21. No variation of the terms and conditions set forth herein will be permitted without Seller's written consent.

22. This contract is to be governed by and construed according to the laws of the State in which the Seller is located.

23. Buyer hereby agrees that any dispute involving any of the terms of this contract may be litigated only in the court of the State in which the Seller is located.