

TERMS AND CONDITIONS

1. ENTIRE AGREEMENT; MODIFICATIONS: This acknowledgement constitutes the entire agreement between the parties for goods. No change, addition to or waiver of the terms, conditions, and specifications contained herein shall be a binding obligation on Seller unless approved in writing by its authorized representative.
2. LIMITATION OF WARRANTIES: Seller makes no warranties or guarantees to its products beyond the express warranty that the goods delivered will conform to the contract specifications. There is no warranty of merchantability and no warranty of fitness for a particular purpose. The exclusive remedy for any breach of warranty shall be the replacement of defective merchandise, and Seller will assume no liability for any other consequential or individual damages.
3. TERMS: Net 30 days, f.o.b. point of shipment. Shipment will be made by carrier of Seller's choice. Upon delivery of the material covered in this contract to carrier, the Buyer assumes the risk of all loss thereof or damage thereto resulting from any cause whatsoever.
4. DELIVERIES: All shipping date for the good sold hereunder are approximate. Seller will use its best effort to ship order for goods in accordance with the delivery schedules indicated herein; but Seller shall not be liable for damages, whether general, consequential or otherwise, for failure to ship due to causes beyond Seller's reasonable control or for delays in shipping or for failure to give notice of any such failure or delay.
5. CLAIMS: Within fifteen (15) days after tender of delivery to or receipt by customer of any shipment and before any part of such goods has been changed from its original condition, customer shall inform Seller in writing if said goods are found defective or short in any respect. Failure to so inform Seller or use of said goods shall be conclusive that Seller has satisfactorily performed.
6. CANCELLATION: If, for any reason whatsoever, Buyer shall cancel the contract resulting from this quotation or deliveries hereunder, Buyer shall pay Seller:
 - (1) For goods, the production of which has been completed at the time of such interruption, at the price specified herein;
 - (2) For goods, the production of which has been started but not completed at the time of such interruption, all costs incurred by Seller plus anticipated profits including administrative and overhead costs which would have been carried by such goods if Seller had finished producing them, all as determined by Seller; and
 - (3) For goods, the production of which has not been started at the time of such interruption, all costs incurred by Seller in preparation for the production of such goods, plus anticipated profits including administrative and overhead costs which would have been carried by such goods if Seller had produced them all as determined by Seller.
7. PRICE: All of Seller's prices are subject to adjustment to Seller's price in effect at time of shipment.
8. TOOLING: Charges to a Buyer cover a portion of the tools and fixtures required for the work covered by the purchase order. Such tools and fixtures shall remain the sole property of the Seller. If at any time, a period of three (3) years has elapsed since the receipt of any order from Buyer requiring the use of such tools and fixtures, Seller may thereafter make any such use or disposition of such tools and fixtures as Seller desires, without any accounting to Buyer for such use or disposition, or proceeds thereof.
9. TAXES: The Buyer shall reimburse Seller for all taxes, excise and other charges which Seller may be required to pay to any government (national, state or local) upon sales, use, production or transportation of the goods sold hereunder.
10. QUANTITY VARIATIONS: BUYER agrees that SELLER may ship a reasonable quantity of goods in excess of the quantity ordered or may consider a contract with a reasonable under-shipment. Such excess or shortage will not exceed, usually 10% of the quantity specified.