

TERMS AND CONDITIONS

1. Acceptance by the Buyer of each shipment shall constitute a separate contract with respect to the amount and invoice terms thereof. All amounts payable hereunder shall be paid in cash, or in negotiable paper collectible at its face value in United States funds (USA customers) and Canadian Funds (Canadian customers) at the location indicated on Seller's invoice, without deduction of exchange fluctuations, customs or other charges which are imposed upon the transaction by or on behalf of or at the instigation of Buyer's government or its agencies.
2. Unless provided otherwise, Buyer shall pay the amount of any tax or other charge now or hereafter imposed by law, upon, with respect to, or measured by the production, sale, shipment, use or price of any material sold hereunder, including any applicable self-assessment taxes.
3. In the event the Buyer requests Seller to accept merchandise returns in lieu of payment therefor, Buyer shall, upon approval of Seller, return merchandise to such location as Seller designates, freight prepaid, and agrees to pay current restocking charges.
4. In the event the 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, Seller may decline to make further shipments except upon receipt of cash or satisfactory security.
5. Seller warrants that the materials sold hereunder shall be of Seller's standard quality, but Buyer assumes all risk and liability whatsoever resulting from the possession, use or disposition of such materials, whether used singly or in combination with other substances, equipment and materials. Liability of the Seller to Buyer, if any hereunder, for breach of contract, negligence or otherwise, shall in no event exceed in amount the purchase price of the materials sold with respect to which any damages are claimed. Within thirty (30) days after any shipment reaches its destination (but in no event later than forty-five (45) days after shipment leaves Seller's plant) the materials shall be examined and tested and promptly thereafter and before the materials are used, Seller shall be notified in writing or by cable in case materials are found defective or short in any respect. Failure to so notify Seller shall constitute a waiver of all claims with respect to the materials, and in any event the use of the materials shall be deemed to mean that the Seller has satisfactorily performed. Seller's specifications are subject to change without notice. SELLER'S WARRANTY OF STANDARD QUALITY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE MATERIALS SOLD HEREUNDER, AND THERE ARE NO AGREEMENTS OR WARRANTIES, EITHER ORAL OR WRITTEN, COLLATERAL TO OR AFFECTING THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LABOR COSTS DIRECTLY OR INDIRECTLY SUFFERED OR INCURRED BY BUYER. THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED.
6. Seller shall not be liable for any failure to deliver or for any delay in delivery, and Buyer shall not be liable for any failure to request delivery or for any delay in requesting delivery, when any such failure or delay shall be caused (directly or indirectly) by fires, floods, accidents, explosions, equipment or machinery breakdown, sabotage, strikes or other labor disturbances, civil commotions, riots, invasions, wars, acts, restraints, requisitions, regulations or directions of Government, voluntary or mandatory compliance by Buyer or Seller with any request of the United States or Canadian Government for purposes of national defense, inability to obtain or delays of transportation facilities, any act of God, or any cause (whether similar or dissimilar to the foregoing) beyond the reasonable control of Buyer or Seller. If by reason of any such causes the Seller's supply of any such materials shall be limited, Seller shall have the exclusive right (without liability) to satisfy its own needs and thereafter to distribute any remaining available supply among all its customers in such manner as shall be determined by Seller. If any such disability shall continue for more than thirty (30) days, the undelivered quantities during such period of disability may be canceled (without liability) at the option of either party to be exercised by giving written notice to the other party at any time during the period of this Agreement.
7. Title to and risk of loss on all material sold hereunder shall pass to Buyer upon Seller's delivery to common carrier at point of shipment whether or not Seller pays all or any part of the freight. If Seller provides delivery via its own transportation, title and risk of loss shall pass upon unloading of material at destination.
8. If any law shall fix a maximum price for any material covered by this Agreement below the then current price hereunder, Seller, without liability, may, upon written notice, terminate this Agreement with respect to further shipments of the material affected.
9. Seller certifies that the material sold is produced in compliance with the Fair Labor Standards Act of 1938(USA), as amended, and that the prices charged are not in excess of maximum prices permitted by law.
10. Upon request, the Seller will furnish such technical advice or assistance as it deems appropriate in reference to the use of its products by Buyer; it is expressly understood, however, that all such technical advice or assistance is rendered without compensation and the Seller assumes no obligation or liability for such advice or assistance given or results obtained.
11. If at any time any condition shall arise which shall impede or restrict free exchange of money or goods between the country and/or territory covered by this order and the United States of America, or Canada, then deliveries hereunder may be suspended during the continuance of any such condition, or this order may be forthwith terminated by either party.
12. If this document covers a free sample, this clause applies in lieu of Seller's warranty of standard quality. ALL FREE SAMPLES ARE FURNISHED "AS IS" and the recipient agrees to assume all risk and liability whatsoever for injury or damage to persons or property or otherwise resulting from the handling or use of the sample. By accepting the sample, the recipient agrees that he will not purchase the material for commercial use until he has first determined that the material is merchantable and fit for the particular purpose for which the material is purchased and that the proposed use is satisfactory within the requirements of all applicable laws.
13. Seller's or Buyer's waiver of any breach or failure to enforce any of the terms or conditions of this contract shall not in any way affect, limit or waive such party's right at any future time to enforce strict compliance with every term and condition hereof.
14. If this order contains a notation that it is placed under a U.S. Government contract or subcontract, then there are also incorporated herein such current Government contract provisions as are required by reason of statute and Executive Order.
15. All claims for goods which are lost or damaged during transit shall be made exclusively by the Buyer against the carrier. Damaged goods and short shipments should be noted on the bill of lading/packing slip upon receipt. In the case of concealed damage, Buyer should retain packaging for inspection by carrier and also obtain an inspection report. The Seller is not responsible for any freight damage or loss including missing items associated with product transportation.
16. **ORDER CHANGES OR CANCELLATIONS** – Rescheduling of any order will be accepted only if the new date does not exceed 21 days after the original date and notice is received at least 6 days prior to the shipping date. At the Seller's discretion, an order may be cancelled but only via written notification received 6 days prior to the shipping date. In all other cases, Buyer is responsible for the order as per their original purchasing instructions.
17. **PRODUCT RETURNS POLICY** – Product returns require the Seller's prior written permission and issuance of a return material authorization number (RMA) before any product is returned. Contact the factory in your country for an RMA number. The factory will review your request. All approved returns must include the original invoice number, freight must be prepaid, and the return must be received less than 6 months after the original shipment date. Seller has the right to refuse to accept the return of any goods. Goods that are made to order, special orders, of obsolete design, or used goods will not be accepted for return. All return credits, if, as, and when issued, and except in the case of Seller's shipping error, will be subject to Seller's normal minimum return charge of 30%. Final acceptance of returned goods is subject to examination at the factory, including such examination as is required to determine the condition of goods. All returned goods remain the customer's property and responsibility until such time (if any) as a credit memo has been issued. Seller will notify Buyer with reasonable promptness if a decision has been made not to issue credit. Any debit note amount that is deducted from payment without an accompanying Seller-issued credit note will be re-invoiced with a \$50.00 surcharge for each debit note item, plus any applicable interest charges. In such cases it will then be Buyer's responsibility to provide disposal instructions within five days, failing which returned product and materials will be scrapped.
18. **WARRANTY AND UNPAID ACCOUNTS:** Seller's warranty obligations automatically cease when Buyer's account remains unpaid 60 days after shipment date. Seller's warranty will resume after account has been paid in full for the time period stated in Seller's standard warranty documents (and, for greater certainty, the duration of Seller's warranty will not be extended by reason of Buyer's delay in account payment).
19. **INVOICE TERMS:** Terms of payment as invoiced are net 30 days from shipping date. If any cash discounts are applicable, they will be noted in the body of the Seller's order acknowledgement and/or the invoice, and they will be calculated based upon the net amount of the invoice before taxes, transportation, or other miscellaneous charges, provided that such amounts are separately itemized. Interest will be charged at a rate of 2% per month (26.8% per year).