

Sales Terms & Conditions

1. Entire Contract. This Work Order contains all of the terms and conditions of Seller's Agreement with Buyer. No other terms or conditions are valid unless in writing and signed by both Seller and Buyer and no changes in Buyer's order will be accepted unless set forth in writing signed by Seller.

2. Other Forms. If another form of agreement is utilized and unless it is expressly stated to the contrary in such other form, all of the terms and conditions hereof shall be deemed a part thereof, and they shall prevail over any inconsistent provisions in such other form.

3. Security Interest and Right to Reclaim. Seller expressly retains a security interest in the goods until Seller is paid in full. Buyer represents to Seller that Buyer has not ceased to pay his debts in the ordinary course of business, that they can pay his debts in the ordinary course of business, that he can pay his debts as they become due, and that he is solvent within the meaning of the bankruptcy law. Seller reserves the right to reclaim the goods if this representation is incorrect.

4. Bad Checks. If Buyer pays by check and check is dishonored by the bank, Buyer shall be liable to Seller for liquidated damages of \$100 or, if higher, three times the amount of the dishonored check up to a maximum \$1,500.00.

5. Risk of Loss. Risk of loss shall pass to Buyer when the goods leave Seller's plant and Buyer agrees to insure Seller's interest therein until Seller is paid in full.

6. Shortage. All claims for shortage must be made within five days after receipt of shipment.

7. Limited Warranty and Claims. Seller warrants that its goods are free from defects, provided, however, that all claims for defective

materials are waived unless made in writing within ten days from the date of shipment. Seller's liability is limited to replacing the material or refunding the invoice value of the material sold. Except as provided herein, Seller makes no warranties or representations of any kind whatsoever unless expressly set forth.

8. Delays. Seller shall not be liable for any delay or inability to deliver goods which is caused by fire or other casualty, accident, labor disputes, riot, extraordinary conditions arising from war or governmental regulation, lack of transportation facilities or delay in transportation, inability to secure specified materials, equipment, facilities or labor through regular recognized channels, acts or failures to act by governmental bodies or their agents or by any other cause, whether similar or dissimilar to the foregoing, beyond Seller's reasonable control.

9. Aircraft Use Indemnification. The Seller does not recommend the goods for use in any aircraft, please refer to the manufacturers design and use specifications. Aircraft as defined herein includes missiles, spacecraft, ground support equipment, control equipment, spare parts for aircraft and tooling used for the manufacturing thereof. Should the goods be installed or used in any aircraft as defined herein Buyer shall defend, indemnify and save Seller harmless, from and against any and all liability, loss, costs, attorney's fees and expenses of whatever nature or character arising out of or occasioned by such use. This indemnity shall survive delivery of the goods. Seller may require Buyer to defend any suits concerning the foregoing, regardless of whether such suits are justified.

10. General Indemnification. Buyer shall defend, indemnify, and save Seller harmless from and against any and all liability, loss, costs, attorneys' fees and expenses of whatever nature or character arising out of or occasioned by any claim or suit arising from: (a) injury to or death of any person (including employees of Buyer) or damage to any property, real or personal, tangible or intangible, which arises out of any act or omission of Buyer or Buyer's agents, or

subcontractors, or customers, with respect to the use of goods obtained from Seller; (b) the failure of Buyer, or Buyer's agents, subcontractors or customers, to comply with any federal, state or local law or regulations; and (c) the failure of Buyer to perform under any contract, whether expressed or implied in fact of law, with Buyer's subcontractors, suppliers, customers, or employees. This indemnity shall survive delivery of the goods. Seller may require Buyer to defend any suits concerning the foregoing, regardless of whether such suits are justified.

11. Insurance. Buyer shall carry comprehensive general public liability insurance, including coverage for products and completed operations, with personal injury and property damage limits of not less than \$1,000,000 for each occurrence.

12. Actions. If legal action is brought (a) by Seller to enforce any obligation of Buyer or (b) against Seller on account of Buyer's failure to perform any obligation provided herein, Buyer agrees to pay Seller's costs and expenses incurred therein, including reasonable attorney's fees.