

Conditions of Sale

1. ACCEPTANCE

- a) All sales contracts become effective when the Buyer purchase order is approved and accepted in writing by Seller.
- b) Unless Buyer notifies Seller of any exception to the acknowledgement immediately after its receipt by Buyer, the order as acknowledged shall constitute the entire agreement between Buyer and Seller, notwithstanding any terms and conditions that appear in Buyer purchase order.

2. REPRESENTATIONS-WARRANTIES

- a) Seller warrants that for a period of one (1) year from the date of purchase from Seller that the goods sold hereunder (i) shall be free from defects in workmanship or material and (ii) shall conform to the specifications set forth in Buyer purchase order as accepted by Seller. Seller liability for breach of warranty shall be limited to, at its options, (i) repairing or replacing goods that are proven to be defective or proven to be at variance with such specifications or (ii) refunding the sales price received by Seller in respect of such defective or non-conforming goods; provided however, (1) that written notice of such defect or variation is given to Seller within thirty (30) days of delivery of such defective or non-conforming goods and (2) where goods are replaced by Seller or where Seller refunds the sales price received from Buyer. Buyer shall return the defective or non-conforming goods to Seller.

- b) Seller warrants that goods delivered hereunder will have been produced under all applicable requirements of Sections 6, 7 and 12 of the Fair Labor

Standards Act, as amended, and of the regulations and orders of the United States Department of Labor issued under Section 14 thereof.

- c) Seller warrants to Buyer that the sale or use of such products will not infringe the claims of any U.S. Patent covering the product itself, and agrees indemnify Buyer against liability for any such infringement. Seller does not warrant against infringement by reason of the use of such product by Buyer in combination with other materials or in the operation of any process. Seller does not warrant against infringement any item manufactured to Buyer specification or sample.

- d) Recommendations by Seller, if any, covering the use, utilization, properties and/or qualities of goods sold hereunder are believed reliable but Seller makes no warranty whatever with respect thereto. Use or application of goods sold hereunder is at the discretion of the Buyer without any liability or obligation on the part of the Seller except as expressly warranted by Seller.

- e) These warranties are in lieu of any and all other warranties, express or implied, arising by law or custom, including, but not by way of limitation, the implied WARRANTY OF MERCHANTABILITY and the implied WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.

3. PRICE

- a) Seller reserves the right to revise any price quoted with 60 days notice to Buyer. All price changes are applicable to new orders and to existing backlog scheduled for delivery later than 60 days from notice date of price revision.

b) Seller prices do not include sales, use, excise or similar taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use excise or other similar tax applicable to the sale of goods hereunder shall be paid by Buyer, or, in lieu thereof, Buyer shall provide Seller with a tax exemption certificate from the appropriate taxing authority.

4. TERMS OF PAYMENT

The purchase price shall be due in full by Buyer upon shipment of the Products by Seller. Any extension of credit may be changed or withdrawn by Seller at any time. Invoices not paid within 30 days will be subject to carrying charges, which shall accrue and be added to the unpaid balance at 1½% per month on any overdue unpaid balance, or the maximum rate permitted by law, whichever is less. Purchaser shall reimburse Seller for the costs of collection (including, without limitation, attorney fees) of any past due amount owed by Buyer to Seller, and such collection costs shall also be subject to the carrying charges. Purchaser may not hold back or off-set any amounts owed to Seller for any reason.

5. DAMAGES

a) Any delay in or a failure of performance by Seller shall not constitute default or give rise to any claims for damages if and to the extent caused by circumstances beyond Seller control, such as, but not limited to, acts of God; rules or regulations of governmental authority; strikes or other concerted acts of workman; fires, floods, explosions, riots, war, rebellion or sabotage.

b) In no event shall Seller be liable for incidental and/or consequential damages incurred by Buyer by reason of the breach by Seller of any obligation incurred by Seller hereunder.

6. SHIPMENTS

a) Shipment dates are based upon Seller best judgment, are subject to factory schedules and production limitations, and hence are not guaranteed.

b) The goods will be shipped as indicated herein. When goods are shipped delivered INCOTERMS to Buyer, Buyer is responsible for notifying the carrier as to any damages to or loss in transit of such goods.

c) Claims for shortages, etc. shall not be accepted by Seller unless they are made by Buyer in writing within ten days after delivery of the goods and are accompanied by a reference to Seller shipping slip number.

d) In addition to any other legal remedy, if Buyer fails to fulfill the terms of payment, Seller may defer further shipments of goods or may, at its option, cancel the unshipped balance of such goods.

e) Seller reserves the right prior to making any shipments of goods to request from Buyer satisfactory security for performance of Buyer obligations hereunder.

7. CHANGES, CANCELLATIONS

a) Specifications changes made subsequent to placing an order are subject to price revisions and to any adjustments necessary to cover material procured and processed and labor expended prior to receipt of revised specifications.

b) Cancellations shall be by mutual agreement in writing, based on any adjustment necessary to cover labor expended and material procured. c) Orders limited to one reschedule. If parts are in stock, reschedules will not be accepted.

8. PRECIOUS METALS

a) Precious metal prices quoted by Seller and or shown on Buyer purchase order are subject to change in accordance with metal market prices on the day goods are shipped except where a fixed price is specifically confirmed in writing by the Seller.

9. GENERAL

a) Goods are not sold to accepted manufacturing variations or tolerances, except when otherwise agreed to by both parties.

b) When furnished or made by the Seller, tools and/or dies, together with incidental fixtures and materials necessary for the manufacture of goods ordered, shall remain the property of the Seller, be used in the production of goods for the Buyer, and be kept in repair by the Seller without further charge for the reasonable life expectancy of the tools or dies. Payment to cover the cost of such tools and/or dies is due from the Buyer on a net cash basis upon submission of samples. In the event that Buyer does not reorder goods produced by such tool and/or dies for a period of two years, Seller shall have the right to scrap such tools and/or dies without notice to Buyer.

10. AGREEMENT OF SALE

Any of the terms and provisions of Buyer order which are inconsistent with the terms and provisions hereof shall not be binding on the Seller and shall not be considered applicable to the sale or shipment of the materials mentioned and referred to herein. Unless Buyer shall notify Seller in writing to the contrary immediately after receipt of this acknowledgment by Buyer, acceptance of the terms and conditions hereof by Buyer shall be indicated and, in the absence of such notification, the sale and shipment by the Seller of the materials covered hereby shall be conclusively deemed to be subject to the terms and conditions hereof.

11. This writing is intended by the parties to be a final, exclusive, and complete expression of their agreement and its terms, and may be modified only by a writing signed by the parties of their duly authorized agents.

12. If the buyer has furnished plans and specifications for the goods, Seller does not warrant that the goods are fit for any particular purpose. Seller warrants that the goods are as described in this agreement, but no other express or implied warranties are made in respect to the goods.

13. Seller failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.