

# KINEFAC CORPORATION

## Terms and Conditions

This transaction is subject to the following terms and conditions:

1. WARRANTY: Seller warrants products of its manufacture sold hereunder to be free of defects in material or workmanship at date of shipment and agrees to repair or replace, at its option, any products or parts thereof shown within one year after date of shipment to have been defective at time of sale. This warranty excludes any defect caused by reasonable wear and tear or misuse of products by Buyer. Any guarantee of die life is not made or implied. All development and special dies and tooling are designed and manufactured on a "best efforts" basis: Buyer agrees to pay for costs incurred on any development project at date of completion or cancellation. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED; IN NO EVENT SHALL SELLER BE LIABLE FOR LOSS OF PRODUCTION. DAMAGE TO MATERIALS, INJURY TO PERSONS OR OTHER REMOTE OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.
2. TAXES: All sales, use, excise, or similar taxes, where applicable, are in addition to quoted prices and will be billed to Buyer unless Buyer supplies an exemption certificate.
3. DELAY IN SHIPMENT: Shipping dates are tentative. In no event shall Seller be liable for penalties or remote or consequential damages caused by failure to ship or any delay in shipment.
4. CANCELLATION: Cancellation of order once placed with Seller or subsequent changes of such orders can be made only with Seller's consent, and upon terms that will indemnify Seller against loss.
5. PRICES: Prices quoted are in U.S. dollars and are subject to change without notice at any time prior to shipment, Seller's terms are net 30 days from date of invoice unless otherwise stated herein. Interest may be charged on overdue accounts.
6. TITLE AND RISK OF LOSS: Shipments are made Ex Works Seller's plant, unless otherwise stated. Title to products sold hereunder shall remain with Seller until purchase price has been paid. Die and tooling designs are proprietary and title thereto shall remain with Seller. Risk of loss is assumed by Buyer upon Seller's delivery to carrier at shipping point.
7. OSHA STANDARDS: The Seller endeavors to comply with the purposes and applicable standards of OSHA, the Occupational Safety and Health Act of 1971, in the design and manufacture of its machinery. Compliance with the requirements of OSHA, however, is the responsibility under the law of each employer using the machinery. The prices quoted herein do not include any special charges for OSHA compliance, and the Seller makes no representation or warranty hereunder with respect thereto and shall in no event be liable for direct, incidental, or consequential damages arising out of or resulting from the operation of the machinery. In the event that use of the machinery is found not to comply with OSHA requirements applicable thereto, the Seller will endeavor at the Buyer's request and expense, to assist the Buyer in meeting such requirements, if technically feasible.
8. FAIR LABOR STANDARDS: The Seller represents that with respect to production of article and/or performance of services covered by this invoice it has complied with all applicable requirements of the Fair Labor Standards Act of 1938 as amended.
9. MISCELLANEOUS: This instrument sets forth the complete terms and entire contract of sale and purchase of the products described herein. Any terms and conditions of Buyer's order which are inconsistent with or in addition to the terms and conditions set forth herein shall not be binding upon Seller unless expressly agreed to in writing by Seller.