

The following conditions will apply, irrespective of the Purchasers Conditions or Policies.

CONDITIONS

All shipments are FOB Kersey, Pennsylvania, USA, unless otherwise specified. Seller's prices will be exclusive of any federal, state or local sales, use or excise tax levied upon, or measured by the sale, the sales price or use of the goods. Seller will list separately on its invoice any such tax lawfully applicable to the goods and payable by the Buyer with respect to which the Buyer does not furnish to Seller lawful evidence of exemption.

Acceptable Quality Level (AQL). Shipments are based on Acceptable Quality Levels commensurate with normal processing. If particular AQL values are required, the Purchaser should state them along with the original request.

Delivery is contingent upon fires, labor difficulties, accidents and any other cause beyond our reasonable control.

Stenographic and clerical errors are subject to corrections. The Buyer will be invoiced at the respective prices in effect on the dates the articles are shipped, plus applicable taxes as stated herein.

The price to be paid by the Purchaser shall be the Seller's price in effect at the date of shipment. Quoted prices are based on the assumption that the entire quoted quantity will be produced at one time. Any restriction of this option will result in an increase in price to the proper price for the quantity firmly released for production. Quoted prices are also based on the assumption that the entire quoted quantity will be made and shipped. In the event of partial cancellation of an order, the price will be adjusted to the correct price for the reduced quantity.

All orders are custom manufactured to each Purchaser's unique specifications. It is, accordingly, impractical to make and ship the exact quantity ordered. Liberty Pressed Metals therefore reserves the right to over ship or under ship orders by 10% of the quantity.

Telephone orders must be confirmed within 48 hours or we shall not be held liable for the execution of the order.

Orders accepted cannot be countermanded except with our consent and upon terms that will indemnify us against all loss.

We shall not be held liable for any loss or damage upon delivery to the first carrier. Any loss or increased costs resulting from a change in quantity, specified deliveries, design or specification will be at the Purchaser's expense.

Claims arising from non-delivery, condition, use or inability to use the articles, or otherwise, shall not be greater than the purchase price. No Claims shall be made for special, consequential or incidental damages. Failure of Purchaser to give written notice of claim within (30) days after receipt of any article or 90 days from date of shipment (which ever shall occur first) shall constitute a waiver by Purchaser of all claims with respect to such article. No goods are to be returned without return material authorization number.

All tooling purchased will remain in the possession of Liberty Pressed Metals for your exclusive use. The tool charge quoted is your cost for initial design and construction. No additional charges will be made unless the part design is changed. In the event of a tooling transfer at your request, a fee of 25% of the original price will be assessed. Our obligation to maintain or retain the tooling will expire two years from your last order to us. All material and physical properties are representative "typical" properties and not guaranteed values pertaining to any specific part or section thereof.

All transactions are made entirely in U.S. Currency. Terms of payment are effective from actual date of invoice.

Prices will be subject to adjustment at the date of shipment and/or shipments to coincide with the fluctuating metals market. The price quoted, which is our standard price, FOB Kersey, is shown for information only. Purchaser will be invoiced at and shall pay our standard price FOB shipping point in effect on the respective dates the articles are shipped, plus taxes as noted below.

If in the event of unforeseen causes beyond our control we are unable to process parts in accordance with our estimated production rate or in the event of increases in labor or material costs, prices quoted herein may be adjusted on written notice.

The Purchaser shall hold the Seller harmless against any expense, loss or damage resulting from actual or alleged infringement or violation of patents, trademarks or proprietary rights of others as a result of the Seller's compliance with the Purchaser's designs, specifications or instructions. The Purchaser shall further hold the Seller harmless against liability or obligation with respect to any expense, loss or damage to the Purchaser or any other person resulting from parts or materials being improperly installed or stored, subjected to accident, damage, misuse or abnormal or unusual operating conditions or conditions not made known to or contemplated by the Seller at the time of agreement of sale, or applied or used for a purpose or installation other than or at variance in any degree from that for which designed or operated in any manner or degree beyond their rated capacity.

Terms of payment, unless specified otherwise on the face page hereof: All international sales shall be made using a confirmed and irrevocable letter of credit.

DISCLAIMER: EXCEPT FOR THE EXPRESSED WARRANTY STATED ABOVE, THE SELLER DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE MATERIALS AND PARTS SUBJECT TO THIS ORDER ACKNOWLEDGEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND FREEDOM FROM CLAIMS OF OTHERS WITH RESPECT TO INFRINGEMENT AND THE LIKE, OR OTHERWISE.

EXCLUSIVE REMEDY. THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER FOR ANY LIABILITY OF SELLER OF ANY KIND INCLUDING (I) WARRANTY, EXPRESSED OR IMPLIED (OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE), WHETHER CONTAINED IN THE TERMS AND CONDITIONS HEREOF OR IN THOSE ADDITIONAL OR SUPPLEMENTAL HERETO (ALL SUCH WARRANTIES BEING DISCLAIMED IN THE ABOVE PARAGRAPH EXCEPT AS SET FORTH IN THE ABOVE PARAGRAPH), (II) CONTRACT, (III) NEGLIGENCE, OR (IV) OTHERWISE IS LIMITED TO THE REPAIR OR REPLACEMENT (FOB SELLER'S PLANT) BY SELLER OR THAT MATERIAL AND PARTS SUBJECT TO THIS ORDER ACKNOWLEDGEMENT FOR WHICH CLAIM IS MADE BY PURCHASER IN ACCORDANCE WITH THE ABOVE PARAGRAPHS AND WHICH SELLER ON PROPER EXAMINATION BY IT DETERMINES TO BE DEFECTIVE. IN THE UNLIKELY EVENT THAT SUCH REPAIR OR REPLACEMENT IS IMPRACTICAL OR WILL NOT PERMIT PURCHASER TO RECEIVE THE BENEFITS OF THE WARRANTY CONTAINED IN THE ABOVE PARAGRAPH OF THIS ORDER ACKNOWLEDGEMENT, PURCHASER MAY RETURN THE MATERIAL OR PARTS TO SELLER IN WHICH CASE SELLER, UPON VERIFICATION THAT SUCH REPAIR OR REPLACEMENT IS IMPRACTICAL OR WILL NOT PERMIT PURCHASER TO RECEIVE THE BENEFITS OF THE WARRANTY CONTAINED IN THE ABOVE PARAGRAPH OF THIS ORDER ACKNOWLEDGEMENT, SHALL PROMPTLY PAY TO PURCHASER THAT AMOUNT HERETOFORE PAID TO SELLER IN RESPECT OF SAID MATERIAL AND PARTS.