

General Terms and Conditions of Sale, Delivery and Payment

1. Parties

The "Company" hereinafter references the Seller being the titled name set out on the Quotation, Order Acknowledgement and/or Order Confirmation and Invoice while the "Buyer" references the address set out on the said Quotation, Order Acknowledgement and/or Order Confirmation and Invoice.

2. Acceptance

In addition to the provisions set out in the Seller's Quotation, Order Acknowledgement and/or Order Confirmation and Invoice, the following terms and conditions of sales are hereby integrated: Acceptance is expressly made subject to the terms and conditions stated in this agreement. None of the terms and conditions may be added to, modified, superseded or otherwise changed except in writing and agreed upon. All orders received from the Buyer by the Seller shall be governed only by the terms and conditions contained herein regardless of those supplied with the Buyer's purchase order, release or other document for products/service purchase.

3. Delivery & Reschedules

All products will be shipped in accordance with the terms of delivery agreed upon between the parties and listed on the confirmed purchase order. All shipments should be inspected by the Buyer immediately upon receipt and, should damage or loss occur in transit, the Buyer must notify the Seller. All original packaging must be obtained in order for a damage claim to be filed.

Delivery dates cannot be considered definite for production reasons and shall only act as an approximate time indicator for delivery. The conclusion of the contract shall be subject to the reservation that the Company receives the correct supplies (on time) from its subcontractors/suppliers.

If the performance time is not determined specifically, delivery shall be effected at our earliest convenience.

Any trade terms shall be interpreted in accordance with the Incoterms 2010 of the International Chamber of Commerce.

Changes to the Buyer's order(s) are not accepted until confirmed in writing by the Seller. Requests to push out delivery require 45 days notice, requests to pull in delivery will be accommodated whenever possible. Quantity increases/decreases must be confirmed in writing. Requests to increase may require a separate order, priced at the quantity price of the increased amount only. Requests to decrease may incur cancellation charges. Cancellation requests are accepted within seven (7) days of the date of the Buyer's order. After seven (7) days, cancellation charges will apply based on work in process and/or stage of completion at the time of cancellation. The Seller will allow returns of defective material only. Orders may not be returned without an RMA # (Return Material Authorization). Orders returned without an RMA # will be refused and returned to the Buyer.

Cases of force majeure, which shall be deemed as any and all circumstances and events that cannot be prevented by prudent management, shall discharge the contacting parties from their contractual obligations to perform for the duration of the disturbance and to the extent of the effects caused thereby. If the delays arising there from continue for a period of more than six weeks, both parties shall have the right to withdraw from the contact regarding the said obligations. All other claims shall be excluded.

4. Shipment/Passage of Risk

Unless otherwise specified on the Buyer's purchase order, shipments will be insured at the Buyer's cost. All shipments will be F.O.B. shipping point, at which point risk of loss passes to Buyer.

Buyer's requests concerning the manner of shipment shall be considered. Any additional costs thus incurred, even when freight prepaid has been agreed upon, shall be at the Buyer's expense.

5. Warranty

All products furnished under the Buyer's purchase order and accepted shall conform to the design, specifications, drawings, samples and other description, the published applicable standard quality level or as agreed between the parties in an accepted purchase order or other documents referenced therein; shall be free from defects in material and workmanship. The warranty does not extend to any product, which fails to operate because of misapplication or has been subject to misuse, neglect or accident or been repaired or altered in any way. Such warranties shall survive any inspection, delivery, acceptance or payment for one (1) year from date of delivery. UNLESS OTHERWISE STATED EXPRESSLY IN WRITTEN FORM, THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER

WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED; AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARE HEREBY EXCLUDED.

Obligation under any purchase order is limited solely and exclusively to repair and replacement of defective or nonconforming parts reported in writing with the warranty period. The Seller shall not be liable for consequential, incidental, indirect or special damage whether founded on contract, tort or any other theory of law, nor for any damage that may be caused by a delay in delivery. The repair or replacement of product will be at no charge to the Buyer, but is conditional upon receipt of written notice of any alleged defect or non-conformance promptly upon discovery. No product shall be returned without prior written consent. The warranty extends directly to the Buyer and not the Buyer's customers, agents or representatives.

6. Ownership Of Special Items

Payment by the Buyer for charges, regardless of form, related to tools, dies, jigs, fixtures and/or equipment used specifically for production of the Buyer's order will not convey ownership to the Buyer, unless specifically agreed upon in an acknowledgement or other document in writing.

7. Prices & Taxes

The prices set forth in our quote or acknowledgement, as applicable, supersede all previous prices or quotations. All quotations are valid for a period of sixty (60) days, except as noted on the quotation. Prices quoted will not include sales, excise or other government charges. Any such tax, duty or charges now or hereafter imposed upon the sale or shipment of the production to the Buyer will be added to the purchase price. Buyer agrees to reimburse for such tax or charge or provide an acceptable exemption certificate. Unless expressly stated otherwise, the prices specified reflect a standard allocation of risk provided by the limited remedies and limitations of liability set forth here. Any modification of the allocation of risk would affect the prices. Failure of any limited remedy in the Terms and Conditions to fulfill its essential purpose shall not be grounds to set aside the limitations of the Seller's liability.

8. Terms of Payment

Invoices shall be due for payment within 30 days after the date of invoice, without deductions, unless previously agreed upon in writing.

If at any time the financial condition of the Buyer so warrants, or if the Buyer fails to make payment when due, or defaults in any way, the Seller may either alter the terms of payment, suspend credit and withhold further shipment or pursue any legal remedies. In such event, the Seller will be entitled to compensation from the Buyer for its reasonable expenses, including attorney's fees.

9. Retention of Title

Seller retains title to all goods until full payment has been made.

10. Set Off

The Buyer hereby waives any and all rights to offset existing and future claims against any payment due for products sold hereunder or under any other agreement that the Buyer and the Seller may enter into and agrees to pay the amounts due regardless of any claimed offset which may be asserted by the Buyer or on the Buyer's behalf.

11. Limitations of Liability

THE SELLER WILL NOT UNDER ANY CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY OR TORT OR OTHERWISE BE HELD LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES. THE SELLER'S LIABILITY ON ANY CLAIM FOR ANY LOSS OR DAMAGE SHALL NOT EXCEED THE PRICE OF THE SPECIFIC PRODUCT OR SHIPMENT WHICH GIVES RISE TO THE CLAIM.

12. Applicable Law

This document and any resulting contract shall be governed by and construed in accordance with the laws of the State of Massachusetts. If any provision of the contract should prove to be void, all other provisions herein shall remain in effect.

13. General

The Seller and/or any of their principals reserve the right to make changes in product specifications without notice or liability. The information on the Seller's data sheets and in print brochures/catalogs is based on data obtained by the Seller and is accurate to the best of the Seller's knowledge. The information is furnished upon the condition that the person receiving it shall make their own tests to determine the suitability for the Buyer's application.