

1. ACCEPTANCE OF ORDERS - Quotations, agreements, contracts, orders, etc. are subject to written confirmation and acceptance by Flexitallic US, LLC and are contingent upon strikes, fires, floods, accidents, government regulations, and other causes beyond the reasonable control of the Company.

2. PRICES AND DELIVERY DATES - Prices and delivery dates quoted are for immediate acceptance. If not accepted within (30) days after date of quotation, prices and delivery dates are subject to change without notice. Thereafter, prices in effect at date of shipment will prevail. Emergencies and priorities may alter shipping dates. Orders with indefinite delivery dates are accepted upon the understanding that the Corporation shall have the right to manufacture or procure the goods covered thereby and hold same for the Buyer's account pending receipt of definite shipping instructions. All prices shown are list prices unless otherwise specified) and are subject to a trade discount, except where minimum charges apply. Surcharges for Special Handling, Packaging, Set Ups, Special Service. Traceability, Compression Test or Inspection Charges are net charges and are not subject to trade discount.

3. TERMS OF PAYMENT - Terms are 1% ten (10) days. Net thirty (30) days, F.O.B. Flexitallic Plant to rated purchasers. No cash discounts are given on Freight, Packing, Special Service, Traceability, Set Ups, Compression Test or Inspection Charges. Non-rated purchaser's terms are cash in advance, or cash on delivery.

Remittances should be made to the address specified on the invoice, in funds free of exchange or collection charges. Invoices rendered by the Company covering goods, not in dispute shall be paid by the Buyer, regardless of disputes relating to other invoices or other delivered or undelivered goods, and as to such disputed invoices and Buyer waives the right to assert offsets, defenses or counterclaims.

4. CLAIMS AND RETURNS - Claims for corrections and/or credit should be made within fifteen (15) days after receipt of shipment. Positively no gaskets are to be returned for credit and/or exchange without prior authorization from the Company. Transportation charges for credit returns or exchanges shall be borne by the purchaser. Returned gaskets shall be identified with tags bearing the purchaser's name, address, when purchased (invoice date), and gasket code numbers.

5. CANCELLATION - Cancellation of special gaskets can only be made with our consent subject to cancellation charge. Failure to adhere to shipping schedule will not be accepted as a basis for cancellation without cancellation charges.

6. SHIPMENTS - When no shipping instructions are given, discretion will be used as to method of shipment. No credits will be allowed unless the purchase order specifies a method of shipment contrary to the one used. Also no credits will be allowed if the buyer's instructions are considered impracticable by Flexitallic due to weights or Flexitallic is unable to obtain adequate service from routing specified, in which case it has been necessary to ship by alternative means.

7. WARRANTY – Flexitallic US, LLC guarantees that any product of its manufacture, which, upon examination by a Flexitallic representative, is found to be defective in either workmanship or material whereby it is not suitable under proper usage and service for the purpose for which it was designed, will be replaced or repaired, free of charge including transportation charges, but not cost of installation or, at our option, the purchase price will be refunded. The products are not guaranteed as to performance under any specific period of time. The sale of our products under any other warranty or guarantee express or implied is not authorized by the Company.

8. DELIVERY DEFINED, SHIPPING CLAIMS AND BREAKAGE - Delivery to the initial carrier shall in all cases, constitute delivery to the Buyer. We do not assume responsibility for loss, damage or breakage in transit. Responsibility for shipment delayed, lost or damaged in transit, rest with the carrier. Any damage claims for losses should be filed with the carrier by Buyer. The Company will assume no liability for loss resulting through non-delivery of goods on specified date.

9. INSTALLATION - Buyer will furnish all necessary labor and tools and all standard material necessary for the installation of the equipment specified herein.

10. TAXES - Any sales, use, occupation or other tax which may be imposed on this transaction, is not included in the price quoted therein, and shall be paid by the purchaser, in the same manner and with the same effect as if originally added thereto.

11. ERRORS - Clerical errors are subject to correction.

12. QUANTITY VARIANCES - Flexitallic reserves the right to ship and Buyer agrees to accept an under or over-run of any quantity up to and including 10% of the quantity ordered by Buyer.

13. SPECIAL TOOLING - ALL tooling required to produce the goods shall remain the property of Flexitallic unless specified arrangements are otherwise made.

14. PACKAGING - The Company will provide commercial adequate, under normal conditions, to protect the goods in shipment and identify the contents. Shall Buyer request special packaging, it will be done at the Buyer's expense.

15. FAIR LABOR STANDARDS ACT - We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards and as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

16. GENERAL - In the absence of written acceptance of these terms and conditions by Buyer, acceptance of any materials or finished products covered by the order here acknowledged shall constitute acceptance of the terms and conditions herein stated. The Company's failure to object to other or contradictory provisions contained in Buyer's orders or communications shall not be deemed an acceptance thereof. Failure by the Company to exercise its rights, hereunder, or any of them, at any time, shall not be deemed a waiver thereof.

17. MINIMUM ORDER - \$75.00 minimum invoice.