

TERMS AND CONDITIONS OF SALE

1. The Terms and Conditions set forth below express the complete and entire agreement between Industrial Accessories Company, who is hereafter referred to as "Seller", and the original purchaser of the products or services of Seller (collectively, "goods") who is hereafter referred to as "Buyer". No prior agreements, negotiations or representations shall be deemed to affect, alter, modify, amend or supplement the Terms and Conditions contained herein. None of the Terms and Conditions contained herein may be amended, supplemented, modified, superseded or otherwise altered without prior written consent of an authorized representative of Seller and delivery thereof by Seller to Buyer. This quotation is hereby expressly conditioned upon Buyer's assent to the Terms and Conditions hereof. Acceptance of the goods described herein or using the goods shall constitute assent to these Terms and Conditions, and Seller hereby objects to and rejects any and all additional or different terms proposed by Buyer, whether contained in Buyer's request for quotation, purchase order, purchasing or shipping release forms elsewhere.
2. Unless otherwise specified herein, this quotation shall be firm for acceptance only for thirty (30) days after the date hereof and for deliveries to be made not later than ninety (90) days after the date hereof. This quotation, including these Quotation Terms and Conditions shall be deemed to be accepted by Buyer upon the submission by Buyer to Seller of a firm purchase order relating to some or all of the goods covered by this quotation.
3. Unless this quotation specifies a fixed price for a defined period, the prices of goods specified herein or heretofore quoted or agreed upon are subject to change without notice prices in effect at the time of shipment. All fixed prices in this quotation are subject to increase in the sole discretion of Seller to cover any increase in the cost of materials used by Seller in supplying the goods. Any taxes which Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the goods sold or delivered hereunder, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of Buyer, who shall promptly pay the amount thereof of Seller upon demand.
4. All prices for goods are quoted and payable in United States currency. Seller shall have the right to correct any obvious errors in price. On approved credit, terms of payment are net cash thirty (30) day from date of invoice. Remittances shall be as directed by Seller. The lesser of (a) 1½% per month of the outstanding balance of the invoice or (b) the highest interest rate permitted by law, is applicable to unpaid invoices from the due dates thereof. Buyer agrees to pay Seller's cost of collection, if any, on overdue invoices, including reasonable attorneys' fees. If the financial responsibility of Buyer is or becomes unsatisfactory to Seller, becomes impaired, or if Buyer fails to make any payment in accordance with the terms of this quotation or in accordance with the provisions of any other contract(s) between Buyer and Seller, Seller may at its sole option defer or decline to make any future shipments except upon receipt of security satisfactory to Seller or cash payment in advance of delivery, or Seller may, at its option, terminate its contract with Buyer, in which all remaining amounts owing by Buyer to Seller under such contract and any other contract(s) shall become immediately due and payable. The foregoing rights of Seller are in addition to, and is not substitution for, other rights and remedies available to Seller in consequence of Buyer's breach of its obligations hereunder.
5. In the event that Seller's performance is delayed, interfered with or prevented by war, fire, strike, equipment or material shortages, differences with employees, accident, law, order, regulation, requisition of the Government of the United States of America or any agency thereof, or any other cause beyond reasonable control of Seller, Seller, as respects any portion of such contract unperformed by reason of such delay shall, at its option, be relieved, without liability or obligation to Buyer, from further responsibility under such contract, whether or not the cause is operative at the time such contract is made. In the event Seller elects to complete its performance under such contract, the time of performance on the part of the Seller shall be extended for such period as may be necessary to enable it to make delivery after such cause has been removed.
6. LIMITED WARRANTY. Except as expressly set forth in, and subject to the terms of, this Paragraph 6 and Paragraph 7 hereof, IT IS AGREED THAT NO EXPRESS WARRANTY RELATING TO GOODS SOLD NOR FITNESS FOR PURPOSE PURSUANT HERETO IS MADE BY SELLER HEREUNDER. Seller hereby warrants that the goods sold pursuant hereto (a) shall for a period of one year from the date of shipment to Buyer be free from defects in manufacturing, processing, assembly and workmanship, to the extent such manufacturing, processing, assembly workmanship was performed by Seller; (b) at the time of shipment substantially conformed to the specifications, if any, set forth, or previously delivered to and accepted by Seller, (the "Specifications"); and (c) are free of liens, security interests and other encumbrances existing in favor of others created by Seller. Buyer shall give Seller, as soon as is reasonably possible and in no event later than ten (10) days from the date of delivery, written notice of all respects in which Buyer claims the goods to be non-conforming or at variance with Specifications, and Buyer shall afford Seller a reasonable opportunity to inspect the goods after any such notice has been given. Seller shall have the right to require the return of goods to establish the claim, however, no goods shall be returned without Seller's consent. Buyer shall accept minor variations in dimensions or other variance from Specifications so long as there is no impairment of function or useful life of the goods sold pursuant thereto. Any claims under the limited warranty of Seller set forth in this Paragraph 6 shall be limited to the repair or replacement, as elected by Seller, of defective or nonconforming goods, provided Seller is notified in writing by Buyer of such defects or nonconformity as set forth above in this Paragraph 6, but in no event later than one year from the date such goods are shipped to Buyer. Seller's obligation to repair or replace defective or nonconforming goods, as stated in this Paragraph 6, shall constitute Buyer's sole and exclusive remedy, and the limit of Seller's liability, for failure of the goods to conform to the limited warranty hereunder. Buyer irrevocably waives all other remedies against Seller, whether provided by law, in equity or otherwise. If any goods have been damaged or subjected to misuse, neglect, improper operation, storage, or handling, accident or alteration after it has left the possession of the Seller, this limited warranty shall be void with respect to those goods. This limited warranty shall not apply to any goods which must be replaced or fail because of a buyer's or user's negligence or misuse or which have been modified in any way by a buyer or user without the express prior written authorization of Seller. Unless otherwise expressly agreed to in writing by Seller, the duration of any of this limited warranty shall not be extended, and any repair, replacement, and time necessary to repair or replace any goods, shall not extend any time period of any warranty. This limited warranty shall be void if invoice payment is delinquent and not paid within the payment terms. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, AND FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO ANY GOODS SOLD OR DELIVERED PURSUANT HERETO.
7. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF PRODUCTIVE FACILITIES OR EQUIPMENT, LOSS OF PROFITS, REMOVAL OR RE-INSTALLATION COSTS, PROPERTY DAMAGE, EXPENSES INCURRED IN RELIANCE ON SELLER'S PERFORMANCE HEREUNDER, OR LOST PRODUCTION, WHETHER SUFFERED BY BUYER OR ANY

THIRD PARTY CLAIMING BY, THROUGH OR UNDER BUYER. Seller disclaims and Buyer irrevocably waives all liability of Seller for any and all costs, claims, demands, charges, expenses, and other damages, direct or indirect, incident to all property damages arising out of any cause of action based in whole or in part on strict liability and negligence, to the extent permitted by law, and relating to goods sold or to be sold pursuant hereto. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, WHERE ANY GOODS ARE DELIVERED OR PROVIDED TO BUYER THAT DO NOT COMPLY WITH THIS AGREEMENT, OR IN THE EVENT OF ANY LOSS OR DAMAGE HOWSOEVER ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE BY SELLER OF THIS AGREEMENT, THE AGGREGATE LIABILITY OF SELLER TO BUYER SHALL BE LIMITED TO AND SHALL NOT EXCEED A SUM WHICH EQUALS THE INVOICE PRICE OF THE GOODS PAID BY BUYER TO SELLER. Notwithstanding any provision to the contrary, any claim, action or suit against Seller arising in any way from or with respect to the Terms and Conditions or the goods sold or delivered hereunder, including a claim, action or suit under Paragraph 6 hereof, must be commenced not later than one (1) year after the cause of action has arisen or the facts giving rise to any claim have occurred.

8. Seller shall indemnify and save harmless Buyer against and from any judgement for damages and costs which may be rendered against Buyer in any suit against Buyer on account of the actual infringement of any United States patent by the good sold by Seller pursuant hereto, to the extent that such infringement results from that manufacture of such goods by Seller and not from goods supplied to Seller by others or not from a design and/or Specifications specified by Buyer; provided that prompt written notice be given to Seller of the bringing of any such suit and an opportunity be given to Seller to settle or defend the same as Seller may see fit, and provided further, that every reasonable assistance which Seller may require in defending any such suit be rendered to Seller by Buyer. Buyer shall indemnify and save harmless Seller, its successors and assigns against and from any judgement for damages and costs which may be rendered in any suit alleging infringement on any United States patent by the goods sold by Seller; provided that prompt written notice be given to Buyer of bringing of any such suit and an opportunity be given to Buyer to settle or defend the same as Buyer may see fit, provided further, that every reasonable assistance which Buyer may require in defending any such suit be rendered to Buyer by Seller. Any know how or technical data that Seller may employ or develop for use in production of the goods shall remain the sole property of Seller and shall be subject to the confidentiality provisions set forth herein.
9. Buyer shall not use, disclose, sell, license, publish, reproduce or otherwise make available Seller's Confidential Information (as defined below), and Buyer shall secure and protect Seller's Confidential Information in a manner at least as robust as the maintenance of Buyer's confidential and proprietary rights, but in no event using less than reasonable efforts. "Confidential Information" means information not generally known by personnel who are not employees of Buyer or Seller, respectively, which is used by either Buyer or Seller, and is proprietary to Seller. Buyer acknowledges and agrees that disclosure of Seller's Confidential Information would be detrimental to Seller.
10. Unless otherwise specified herein, the goods sold shall be shipped place of shipment selected by Seller. The risk of loss or damage to the goods shall shift to Buyer upon delivery of such goods to the carrier.
11. Delivery dates for any goods are approximate, are done for the convenience of Buyer, and shall not be binding upon Seller or considered material to the performance of these Terms and Conditions. Shipping schedules and shipping commitments are based upon current production capabilities, material availability and inventory, and may be changed by Seller at Seller's option as conditions may require. Delivery of goods to Buyer shall be deemed to have taken place upon tender of goods to Buyer or the shipping carrier. Seller reserves title to the goods until paid for in full to Seller. Shipments in installments shall be permitted. All rights to claims regarding the delivery of equipment and associated liens remain in place for seller until amounts due are properly remedied by both parties.
12. No waiver by Seller of any breach of any provisions hereof shall constitute a waiver of any future breach of such provision. Seller's failure to object to provisions contained in any communication from

Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions hereof.

13. If Buyer intends to export the goods sold pursuant hereto, Seller's obligations hereunder shall be contingent upon Seller's ability to obtain export licenses and all other necessary papers or licenses within a reasonable period of time. Buyer shall furnish all consular and customer declarations and shall be liable for all penalties arising from errors or omissions contained therein.
14. The transaction contemplated hereby shall be governed by and construed in accordance with the laws of the State of Kansas without applicability of its rules and decisions on conflicts of laws. The United Nations Convention on the International Sale of Goods shall not apply to these Terms and Conditions. BUYER HEREBY CONSENTS TO THE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN THE TENTH DISTRICT COURT OF KANSAS.
15. The fact that this quotation form was prepared on behalf of Seller shall not affect or influence the interpretation, construction or application of the provisions hereof.
16. Typographical and clerical errors in these Terms and Conditions are subject to correction.