**CONDITIONS OF SALE**

**ACKNOWLEDGEMENT** –Acknowledgement of Buyer’s purchase order is subject to Seller’s terms of payment and is conditional upon maintenance by the Buyer of a current standing within the Seller’s terms of payment of all obligations incurred by this and all other past and present contracts. The terms and conditions set forth herein constitute the entire agreement of the parties and supersedes all prior agreements, understandings, representations and statements, if any, regarding the subject matter contained herein. Any additional or different terms or conditions contained in or attached to Buyer’s purchase order or other written or oral communications or understandings are hereby expressly rejected by Seller.

**GUARANTEE** - All material and products shipped shall comply in all material respects with the agreed specifications. Seller shall promptly replace any defective product. Shipping costs for any replacement of defective product shall be paid by Seller. Buyer shall, at Seller’s request, return any defective product to Seller. In the event that Seller is unable to reasonably promptly replace any defective product, Seller shall, at Buyer’s request, refund the purchase price paid by Buyer for such defective product. Seller shall have a reasonable opportunity, not to exceed fifteen (15) days from receipt of notification from Buyer, to inspect any product that Buyer asserts is defective. Seller makes no representations or warranties except as expressly set forth herein or otherwise agreed in a signed writing.

**PRICES** – Prices quoted are those in effect at date of Quotation and are subject to change. Prices in effect on date of acceptance of a purchase order will be charged. No taxes or duties of any government or political subdivision are included in regular quotations. Buyer shall be responsible for the payment of all such taxes, duties, and other fees or charges that may be imposed with respect to the purchase and sale and delivery of the products or shall provide Seller with appropriate certification of exemption. In the event that Purchaser fails to provide appropriate certification of exemption, Buyer shall promptly pay or reimburse, as applicable, any such taxes, fees, or charges upon notice from Seller.

**PAYMENT** – Seller shall issue an invoice to Buyer at the time of or following each shipment of product. The standard payment terms shall be due upon receipt unless Seller agrees in writing to other payment terms.

**SHIPMENT** –Seller shall deliver the product to the carrier designated by Buyer from time to time F.O.B. at Seller’s facility. Buyer shall be responsible for shipping costs, and any shipping costs paid by Seller shall be invoiced to Buyer and paid in accordance with the payment terms set forth herein. The risk of loss for products will pass to Buyer upon loading of the product at Seller’s facility for surface transport onto or into vehicles for shipment to Buyer and acceptance of such shipments by the carrier. Dates for shipment as acknowledged are to be considered as given in good faith within the bounds of business like considerations and are subject to change without notice upon any contingency beyond the control of the Seller, to include, but not limited to, events or circumstances such as war, terrorism, riot, natural disaster, labor disputes, procurement problems of material, government action, flood, fire, power failure, or other acts of God. Seller may elect to ship within +/- 10% of the order quantity.

**PACKAGING** – Packaging shall be in accordance with accepted good practice and at the discretion of the Seller except as acknowledged in writing to be in accordance with Buyer’s specifications. Special packaging charges will be supplied upon request.

**SPECIFICATIONS & STANDARDS** – Specifications and Standards shall be as agreed in writing with certificate of compliance at no charge to the Buyer. Buyer’s specifications are, when accepted by Seller, taken in good faith not be in violation of patents or proprietary ownership by other parties. Government sources inspection shall be a Buyer’s Cost where such is incurred or at no charge where agreed and acknowledged in writing.

**CLAIMS** – Claims for defective material shall be made within thirty (30) days from date of invoice and shall cover only the cost of materials as charged by the Seller. No return will be accepted without the written consent of the Seller. No liability for costs other than materials invoiced will be accepted. Seller advises that Buyer may inspect all final products prior to their use.

**CANCELLATION** - Seller may charge Buyer for cancellation or alteration of orders, such charge to be in proportion to work and expenditures occasioned by acceptance of the order. Date of receipt of written notice of request for cancellation shall govern such considerations.

**TRADEMARKS** – Trademarks and any such proprietary designations as are properly claimed by others than the Seller shall be recognized and given specific references. Omissions of specific reference to trademarks of others shall not be considered to be a purposeful act by the Seller.

**GOVERNING LAW** – These terms will be interpreted in accordance with the laws of the State of South Carolina, without regard to principles of conflicts of law that would require the application of the law of any other jurisdiction. In the event the products are to be provided by a non-US affiliate of Seller, then the applicable law shall be that of the affiliate’s country. These sales terms specifically exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

**LIMITATION OF LIABILITY** – Notwithstanding anything to the contrary herein, except as otherwise expressly agreed in writing by the parties, neither party shall be liable to the other for any incidental, indirect, consequential, special, exemplary or punitive damages incurred by the other in connection with the contemplated transaction, including, but not limited to, a loss of sales, profits or goodwill, whether as a result of a breach of contract, breach of warranty or tort (including negligence or strict liability), indemnification, or otherwise.

**DISCLAIMER OF WARRANTIES** – **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING**

**ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCTS, ARE SPECIFICALLY DISCLAIMED.**

**CONFIDENTIALITY** – Each party covenants and agrees to treat any patents and other data, know-how, or other tangible or intangible information, including but not limited to manufacturing processes, costs, pricing, business concepts, business models, business plans, product designs, trade secrets, procedures, programs, databases, manuals, files, contracts with customers or suppliers, reports, financing arrangements, studies, drawings, ideas, concepts, methodologies, technical, business or financial information, performance or process data, strategies, forecasts or forecast assumptions, and other items which, by their nature, are generally considered proprietary and confidential (regardless of format or media) received from the other (“Confidential Information”) as confidential. If the Confidential Information is embodied in tangible material (such as documents, drawings, pictures, graphics, software, hardware, graphs, charts, or disks), it will be labeled as “Confidential” or bear a similar legend. If the Confidential Information is disclosed orally or visually, it will be identified as such at the time of disclosure and the disclosing party shall reduce it to written form, mark it as “Confidential Information”, and send it to the receiving party within thirty (30) days of disclosure. Each party acknowledges and agrees that the Confidential Information of the other is valuable and agrees that it will not use, sell, transfer, or disclose the Confidential Information to others or use it for any purpose other than performance of the purchase and sale of product under these terms. Confidential Information shall be disclosed only to those employees or agents who have a need for such information in the performance of their duties associated with work hereunder and who have agreed to maintain the information in confidence. This confidentiality obligation shall survive completion of any transactions under these terms as long as, and to the extent that, such information remains confidential to the disclosing party; provided, however, that nothing shall prevent the receiving party from using or disclosing to others any of such information which is already in the public domain, or which is known to the receiving party at the time of such disclosure by the disclosing party, or which is thereafter lawfully obtained by the receiving party at any time from a source other than directly or indirectly from the disclosing party and not in breach of any restrictions on disclosure. Each party acknowledges that remedies at law may be inadequate to protect the disclosing party against breach of this Agreement and hereby agrees that in addition to pursuing any other remedies, the disclosing party shall be entitled to seek injunctive relief without proof of actual damages in the event of breach or threatened breach of this Agreement by the receiving party or any of its representatives. To the extent that a party is required by or subject to court order to disclose the Confidential Information of the other party, the party subject to such court order or process shall promptly disclose the same to the other party and provide reasonable assistance in contending such disclosure as well as by seeking appropriate protective orders. Ownership and all right, title, and interest in and to all improvements or modifications to the product or other inventions, developments, or know-how that are made solely by one party, its employees, or agents shall remain with such party. No inventions or intellectual property or other improvements or modifications made or conceived by Seller in the performance of the Purchase Order shall be deemed the property of Buyer, whether as work made for hire or otherwise, unless expressly agreed in writing by Seller. Each party shall retain ownership of its own technology, know-how, processes, trade secrets, data, or other proprietary information or rights of any kind, including that pertaining to the developing, designing, or manufacturing of products hereunder. Notwithstanding anything to the contrary set forth herein, neither party shall have any obligation to disclose to the other, and neither party shall have any rights to, any such proprietary information or property of the other party. Promptly upon request, each party shall return to the other party all of the other party’s Confidential Information and all documentation relating thereto, except such information as reasonably required under each party’s record keeping policies, provided that such information shall continue to subject to the restrictions set forth herein.

**SURVIVAL** – The agreements, representations, warranties, covenants, duties and obligations set forth in these terms that by their terms or to the extent necessary for consistency with the intent and purpose of these terms extend beyond the completion of the transactions contemplated hereunder shall survive thereafter.

**OFFER AND ACCEPTANCE** – Acceptance of the proposed purchase and sale of product contemplated hereunder is expressly limited to acceptance of the terms set forth herein. This document contains all of the terms and conditions with respect to the sale and purchase of the products (or materials) sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be affected by the acknowledgment or acceptance of purchase order forms stipulating different conditions.