

Haysite Reinforced Plastics

Price. Purchase orders are accepted only in accordance with Seller's regular scheduled prices, terms, and conditions. Shipping allowances and prices are subject to change without notice. Prices acknowledged herein are based on labor, freight, and material costs prevailing at time of acknowledgement. Increases in such costs before completion of contract plus applicable overhead may be invoiced to Buyer. Labor costs are based on standard 40-hour work week. Premium time in excess of 40 hours per week, as required by Buyer, will be invoiced as an extra item. All verbal orders must be confirmed in writing at once by the Buyer. The Haysite acknowledgement will be binding on verbal orders shipped before a written confirmation is received. Minimum order quantities apply.

Payment: Net 30 days.

Delivery. Unless otherwise specified, all deliveries are Ex Works. The Buyer assumes the risk of all loss thereof or damage thereto resulting from any cause whatsoever.

Terms of Sale for Laminates. Prices are determined by quantity per grade and thickness and may not be aggregated for pricing purposes. Up to 10% of the total square feet of any standard item may be supplied in partial sheets, not smaller than one-third the size ordered. On special items, all partial sheets will be sent. When partial sheets are not acceptable, a premium charge may be made.

Shipment. Shipping dates are approximate and are not guaranteed. Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to causes beyond its reasonable control, including but not limited to acts of God, acts of Buyer, acts of military or civil authorities, fires, strikes, flood, epidemic, war, riot, delays in transportation or car shortages, or inability to obtain necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of such delay. In the event of impossibility of performance resulting from any of the above causes, Seller shall have the right to cancel this contract without further liability to Buyer. Cancellation of any part of this order shall not affect Seller's right to payment for any product delivered hereunder. Orders with indefinite delivery dates are accepted upon the understanding that Seller shall have the right to fill said order as it sees fit in the course of its manufacturing schedules and to hold the goods for Buyer's account at Buyer's expense and risk, pending receipt of definite delivery instructions. On any individual order or release against an order for goods, Seller reserves the right to ship and invoice for a quantity of goods, which may vary up to ten percent over or under the quantity specified on the individual release and Buyer shall accept delivery and pay for such revised quantity and consider the shipment to be complete.

Warranty. Unless otherwise specified, Seller warrants to Buyer that the products sold hereunder are free from defects in materials and workmanship for a period of thirty (30) days from the date of shipment. If it appears within thirty (30) days from the date of shipment that any product sold hereunder does not meet the warranty specified above, and Buyer notifies Seller promptly, Seller shall thereupon correct any such defect by repairing any defective product or products, or at Seller's option, by making available at Seller's plant a repaired or replacement product; provided, however, that Buyer shall pay all transportation charges. Seller will make no allowance for repairs or alterations to the product made by Buyer, unless made with the advance written consent of Seller. Material furnished by suppliers to Seller are warranted by Seller only to the extent of the original manufacturer's express warranty to Seller. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR PURPOSE. The foregoing shall constitute the sole remedy of Buyer and the full liability of Seller.

Limitation of Liability. Seller's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this contract, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any product covered by or furnished under this contract, shall in no case exceed the price of the product or part thereof which gives rise to the claim. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES IN THE NATURE OF PENALTIES. Any action for breach of this contract by Seller must be commenced by Buyer within thirty (30) days after Buyer's cause of action has accrued.

Indemnification and Waiver. Buyer shall defend, indemnify and hold harmless Seller from any loss or damage sustained directly by Seller and from and against all claims asserted against Seller with respect to the goods or services covered hereunder arising in whole or in part out of (a) failure of Buyer, its agents, employees or customers to follow specifications, instructions, warnings or recommendations furnished by Seller, (b) failure of Buyer, its agents, employees or customers to comply with all applicable legal requirements, including the Occupational Safety and Health Act of 1970, (c) misuse of the goods by Buyer, its agents, employees or customers, (d) misrepresentation by Buyer, its agents, employees or customers, (e) the sole or contributing negligence of Buyer, its agents, employees or customers, or (f) alleged infringement of any patent, trademark, trade secret or copyright as a result of Seller's performance in accordance with Buyer's designs, plans or specifications. Buyer hereby waives and releases Seller from all rights of contribution or indemnity to which it may otherwise be entitled. As used in this paragraph, the term "Seller" shall mean Seller, its officers, directors, agents, employees, subcontractors, parent, subsidiaries, divisions and affiliates.

Compliance With Law. Seller certifies that the goods supplied hereunder were or will be produced in compliance with the Fair Labor Standards Act, as amended, and the regulations and orders of the United States Department of Labor issued thereunder.

Cancellation. Buyer may cancel this contract only upon written notice to Seller and upon payment to Seller of reasonable and proper cancellation charges, including but not limited to (1) the proportionate contract prices for all material completed, whether shipped or not, prior to Seller's receipt of notice of cancellation; (2) all costs theretofore incurred by Seller in connection with material uncompleted at the time of cancellation; (3) an amount equal to the percentage of profits on all such costs; and (4) the expenses incurred by Seller by reason of such cancellation, including reimbursement for any charges arising from termination of sub-contract claims.

Taxes. All taxes and other charges imposed by federal, state, local or foreign governments on the manufacture, sale, shipment, import, export, or use of the goods or services (other than income taxes) shall be paid by Buyer. Buyer shall defend, indemnify and hold harmless Seller from and against all liabilities for such taxes or charges and attorney's fees or costs incurred by Seller in connection therewith.

Advice And Assistance. Upon request, Seller in its discretion may furnish as an accommodation to Buyer technical advice or assistance regarding the goods or services. Seller assumes no obligation or liability for the advice given or results obtained, which shall be at Buyer's sole risk.

Returned Material. When orders have been correctly filled, no material may be returned without our prior consent and on terms agreeable to us. In no case will material be returned because of properties unknown to Seller at time of order acceptance. Notification for permission to return material must be within thirty (30) days from receipt of shipment.

Inserts. Unless specifically stated otherwise, required inserts are to be furnished by the Buyer F.O.B. Seller's plant, all charges prepaid. In the event the inserts furnished are not up to specifications and must be inspected, gauged or reoperated before use, such costs shall be charged to the Buyer. The number of inserts furnished shall exceed by ten percent (10%) the number required to complete the order for molded parts. Inserts must be on hand thirty (30) days in advance of delivery of parts involved. Failure of Buyer to deliver all inserts on time will result in delays and/or extra set-up charges or billing in lower quantity brackets.

Molds And Tools. Payment for all molds and tools shall be on a progress payment basis as outlined in quotation. Buyer agrees to pay for changes in molds or tools made necessary by changes in specifications accepted by Seller and also agrees to assume all risk or resultant damage. Buyer agrees to pay a charge of 30% above the total contract price of said molds and tools when and if he demands delivery of same, to cover engineering and overhead charges. Buyer agrees to accept molds as is. Subject to due allowances for wear and tear, Seller agrees to maintain all production molds and tools purchased from him in condition to furnish molded pieces for two years after the date of Buyer's most recent production order. However, if, in Seller's opinion, the mold requires more than normal maintenance or produces excessive scrap, the mold shall be repaired or replaced by Buyer. It is understood that no maintenance, etc. is offered for prototype and/or soft steel molds, etc. except at Buyer's expense. A mold must be considered obsolete if no production orders have been received for three years and Seller accepts no responsibility for its continued existence or availability after such a period of inaction. This clause will not be invalidated by lack of written notification of the expiration date. Where the mold is supplied by Buyer, the latter agrees to reimburse the Seller for all maintenance or reworking costs. If special jigs, fixtures, gauges or other tools are required, they must be furnished by Buyer or at Buyer's expense. Insurance covering fire and sprinkler damage is carried on molds while in Seller's possession.

Buyer's Materials. All of Buyer's tooling, goods, and other property in Seller's possession shall be fully insured by Buyer, and Buyer releases Seller from all liability for loss or damage to such materials caused by Seller's negligence or otherwise. At any time after one year since completion of any order requiring the use of such materials, Seller may use or dispose of such materials without liability to Buyer.

Seller's Proprietary Rights. All drawings, inventions or improvements made by or for Seller in connection with the performance of this contract shall be Seller's property. Buyer shall not reproduce any drawing furnished by Seller. Buyer shall not use or disclose any of Seller's trade secrets or confidential information, whether or not designated as such, except as required in connection with the use of the goods or services covered hereunder.

Security Agreement; Credit And Collection. To secure payment of all sums due Seller hereunder or otherwise, Seller shall retain a security interest in the goods delivered hereunder and this contract shall be deemed a Security Agreement under the Uniform Commercial Code. Buyer authorizes Seller as its attorney to execute and file on Buyer's behalf all documents Seller deems necessary to perfect such a security interest. Seller is relying upon Buyer's representation of solvency and if Seller at any time reasonably believes that Buyer is insolvent or that Buyer's credit is impaired, Buyer shall be in material breach hereof and Seller may, without liability to Buyer, withhold performance hereunder, change the payment terms and/or repossess goods theretofore delivered. Title to the goods covered hereby shall remain in Seller until full payment is received. Seller may charge Buyer finance, service, or late charges in an amount not greater than allowed by law, and if Buyer fails to make payment when due, Buyer shall be liable to Seller for all costs of collection including attorney's fees.

General. Quotations are subject to immediate acceptance and to withdrawal or change at any time prior to final acceptance by Seller.

Quotations are subject to correction for clerical and typographical errors.

Seller's failure to insist upon a strict performance of any of the items and conditions herein shall not be deemed a waiver of any rights or remedies that Seller may have, and shall not be deemed a waiver of any subsequent breach or default in the terms and conditions herein contained. All specifications, drawings, designs, data, information, ideas, methods, patterns, and/or inventions, made, conceived, developed, or acquired by Seller, incident to procuring and/or carrying out this contract will vent in and inure to Seller's sole benefit. Buyer agrees not to disclose, give, loan, exhibit or sell to any other person any confidential manual, drawing, photograph, or specification or reproduction thereof furnished by Seller pursuant to this contract except in connection with the resale of the product covered by or furnished under this contract.

Miscellaneous. This contract constitutes the entire agreement between Buyer and Seller relating to the goods or services covered hereunder. No modifications shall be binding upon the Seller unless in writing signed by Seller's duly authorized representative. No waiver by Seller of default by Buyer shall be deemed a waiver of any subsequent default. Captions used herein shall have no substantive significance.