

TERMS AND CONDITIONS

PARTIES

These terms and conditions apply to Metal Cutting Corporation ("seller") and purchaser identified on front of document ("purchaser") regarding products and/or services ("merchandise") provided to purchaser by seller.

I PRICES

A. Prices set forth are subject to change without notice. Merchandise will be invoiced at prices in effect at time of shipment.

B. Prices listed do not include taxes or duties or levies of any kind that may be imposed by a third party entity and payment of such additional charges are the sole responsibility of the purchaser.

C. Lot charges or minimum charges may be imposed on small orders.

II TERMS

Upon establishment of credit satisfactory to our Credit Department, terms of Net 30 Days FOB Cedar Grove NJ USA are given unless otherwise stated. If credit is not established, seller at its sole option and choice may require payment in advance or COD terms.

III QUANTITY

We reserve the right to consider this order complete when shipped 10% over or under the quantity ordered unless otherwise agreed to by seller in writing.

IV DELIVERY

A. Shipping dates are only approximate and may be dependent upon the prompt receipt of all necessary information from purchaser and/or raw material from external source(s). If these items are not furnished on time, date of shipment may be extended to the extent caused thereby.

B. Unless otherwise agreed to in writing, title to merchandise and risk of loss shall pass to the purchaser upon delivery F.O.B. our factory in Cedar Grove, NJ USA. All of seller's obligations hereunder are completed when seller delivers the merchandise, properly consigned to a common carrier or to purchaser's carrier. Delivery to such carriers shall constitute delivery thereof to the purchaser.

C. For the purchaser's protection, all merchandise should be carefully inspected immediately upon receipt. In the event of damage in transit, notice of claim must be filed by purchaser with carrier.

V FORCE MAJEURE

Seller shall not be liable for loss or damage due to delay in delivery resulting from any cause beyond its reasonable control or due to compliance with, including but not limited to, any regulations, orders, acts, instructions or priority requests of any Federal, State, or Municipal government, or any department or agency thereof, civil or military, act of God, fires, floods, weather, failure of electrical power or other utilities, strikes, lockouts, factory shut downs, or alterations, embargoes, wars, riots, delays, or shortages in transportation or inability to obtain labor or manufacturing facilities or material from its usual sources, and acts of omission of the purchaser. Any delay resulting from any such causes shall extend delivery dates to the extent caused thereby. The purchaser's acceptance of delivery of the merchandise shall constitute a waiver of any claims for delay. Under no circumstances shall seller have any liability whatsoever for loss of use or any indirect or consequential damages.

VI WARRANTY

A. The only warranty offered by seller to purchaser is for the merchandise to i) meet the requirements of the provided material certification and ii) the dimensional specifications to be correct using Zero Acceptance Number Sampling Plans, Fifth Edition, ASQ Quality Press, unless purchaser requests in writing a different final inspection and such request is acknowledged and accepted in writing by seller. The sole remedy offered by seller, or for which seller is in any way liable, is to replace in a reasonable period of time, such merchandise. Replacement is limited to the product and service where both were provided by seller and the service only where purchaser provided their own or third party raw material. Replacement shall be F.O.B. seller's factory, or at seller's sole

option, to allow credit for such merchandise. Under no circumstances is the seller responsible for any damage beyond stated above and no damages or charges of any kind, either for labor, expenses, or otherwise, suffered or incurred by the purchaser, including but not limited to inspecting, sorting, repairing, or replacing defective merchandise, or occasioned thereby, will be allowed.

B. This Warranty does not extend to any merchandise which has been subjected to purchaser's production processes; shipping damage; abuse; misuse; neglect; accident; improper installation; and whose properties, chemistry, appearance and shape has been altered.

C. This Warranty is in lieu of all other warranties expressed or implied, and no one is authorized to assume any liability on behalf of the seller or to impose any obligation upon it in connection with the sale of such merchandise other than as outlined above.

VII CLAIMS

Any claims for defective merchandise must be made in writing within two (2) months from the invoice date. Merchandise is not to be returned without receiving an RMA (Return Material Authorization) number from seller and all merchandise is to be returned, unless seller agrees in writing to other arrangements, and is to include the lot traceability data with which it was shipped to purchaser.

VIII CANCELLATIONS

A. The merchandise covered by this order is specially prepared and fabricated. This order is therefore not cancelable by the purchaser.

B. If seller cannot fill this order due to seller's inability to secure raw materials, seller retains the right to cancel without liability.

IX LIABILITY

In no event shall the seller be liable for any property or personal injuries or damage of any kind resulting directly or indirectly from the use of any merchandise nor for any consequential, indirect, special, incidental or punitive damages, regardless of the form of action, whether in an agreement, tort, strict product liability or otherwise, even if advised of the possibility of such damages and even if the damages were foreseeable.

X GENERAL

A. This acknowledgment constitutes the entire contract between the parties, superseding all prior documents, and the seller shall not be bound by any agreement, warranty, statement, promise or understanding not expressed herein. Any change, termination, or waiver of any of the provisions of this contract must be consented to in writing by an officer or a properly authorized employee of seller.

B. In the event that purchaser's order contains written, printed, or stamped provisions or conditions inconsistent with the written, printed, or stamped provisions and conditions of this acknowledgment, the latter shall prevail. Acceptance of this order by seller is expressly made conditional on assent by purchaser to the terms of this acknowledgment. By issuance of purchaser's purchase order, whether in writing or verbal, purchaser agrees to be bound by the terms and conditions set forth herein.

C. Seller reserves the right to correct all clerical or stenographic errors without penalty.

D. If any provision of these terms and conditions is held to be invalid or unenforceable, such provision shall be considered deleted from these terms and conditions and shall not invalidate the remaining provisions of these terms and conditions.

E. These terms and conditions shall be governed by and construed according to the laws of the State of New Jersey. (Ver010813)