

TERMS AND CONDITIONS

PARTIES

These Terms and Conditions apply to Metal Cutting Corporation ("Seller") and purchaser identified on the front of document ("Purchaser") regarding products and/or services ("Merchandise") provided to Purchaser by Seller as part of quotations, purchase orders and acknowledgments prepared by and/or accepted by Seller.

I PRICES

Prices offered by Seller are only for the Merchandise and Terms in Seller's Quotation and Order Acknowledgement. Prices quoted by Seller do not include taxes, shipping charges and payment fees of any kind such as charged by third parties. Such charges are additional to the Seller's quoted prices and are the sole responsibility of the Purchaser. Any change to the Seller's quoted pricing, delivery and description requested by Purchaser must be agreed to in writing by Purchaser and Seller in advance. Seller reserves the right to correct all clerical or typographic errors without penalty.

II TERMS

Upon establishment of credit satisfactory to Seller, terms of Net 30 Days FOB Seller's factory in Cedar Grove NJ USA are given unless otherwise stated. If credit is not established, Seller at its sole option and choice may require alternative payment terms. Unless otherwise agreed to in writing, title and risk of loss or damage to Merchandise shall pass to the Purchaser upon delivery FOB Seller's 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 and delivery to such carrier shall constitute delivery thereof to the Purchaser. In the event of damage in transit, notice of claim must be filed by Purchaser with carrier.

III QUANTITY

Purchaser's Purchase Order is considered completed when Seller has shipped Merchandise in a quantity from 10% over to 10% under the quantity on Purchaser's Purchase Order.

IV DELIVERY

Purchaser acknowledges that Seller's shipping dates are approximate and may be dependent upon the prompt receipt of all necessary information from Purchaser and/or raw material from external source(s) including Purchaser where applicable. If these items are not furnished on time, date of shipment may be extended to the extent caused thereby. If Purchaser requests partial shipments, any delay of any of these separate installments does not relieve Purchaser of their obligation to accept all remaining installments within one year of original Purchase Order. Purchaser to furnish to the Seller explicit shipping instructions including Purchaser's full shipping account information.

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, acts 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.

VI WARRANTY

A. The only warranty offered by Seller to Purchaser is for the merchandise to i) meet the requirements of the provided raw material certification and ii) the dimensional specifications to be correct based on a sample taken by Seller of Merchandise using AQL=1.0 of the Zero Acceptance Number Sampling Plans, Fifth Edition, ASQ Quality Press, unless in advance Purchaser and Seller agree in writing to a different final inspection criteria. The sole remedy offered by Seller, or for which Seller is in any way liable, is to replace in a reasonable time period, such Merchandise that is found defective.

B. Replacement is limited to the material and service where both were provided by Seller. Replacement shall be under the Seller's Terms or, at Seller's sole option and choice, to issue to Purchaser credit for such Merchandise.

C. Replacement is limited to the Seller's services only where Purchaser provided their own or third party raw material for Seller to process. Purchaser shall be responsible for replacement of their own or third party raw material in the event of loss or damage.

D. Under no circumstances is the Seller responsible for any remedy beyond stated herein and no consequential, direct, indirect, incidental, special, punitive or any other 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, and/or replacing defective Merchandise will be allowed.

E. 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.

F. This Warranty is in lieu of all other warranties, including but not limited to any under the Uniform Commercial Code, whether expressed or implied, and no person or entity is authorized to assume any liability on behalf of the Seller or to impose any obligation upon the Seller in connection with the sale of such Merchandise other than as outlined above.

VII CLAIMS

Purchaser will inspect Merchandise immediately upon receipt. If Merchandise is found by Purchaser not to be in accordance with VI.A.i&ii in Seller's Terms and Conditions, Purchaser is to request from Seller in writing an RMA (Return Material Authorization) number and return only such Merchandise along with the RMA number and the lot traceability data with which Merchandise was shipped to Purchaser. All claims for defective Merchandise must be made in writing within two (2) months from the Seller's invoice date.

VIII CANCELLATIONS

Seller's Merchandise produced for Purchaser is specially prepared and fabricated to Purchaser's custom specifications. Therefore, Purchaser's Purchase Order is not cancelable by the Purchaser unless Seller, at its sole option and choice, is able to reduce Purchaser's liability for the full amount of the Purchaser's Purchase Order.

IX LIABILITY & INDEMNIFICATION

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, direct, indirect, incidental, special 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. Under no circumstances shall Seller have any liability whatsoever for loss of use or any indirect or consequential damages. Purchaser assumes all liability for any and all damages arising from or in connection with the use or misuse of the Merchandise by the Purchaser or its assignees and/or customers. Purchaser indemnifies, holds harmless and defends Seller against all costs and liabilities of any kind incurred by Purchaser's actual or alleged patent or other intellectual property infringement in any way arising out of Seller's providing Merchandise in accordance with Purchaser's Purchase Order.

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. In the event that Purchaser's Purchase Order or any other documentation contains written, printed, or stamped provisions or conditions inconsistent with the written, printed, or stamped provisions and conditions herein, the Seller's written, printed, or stamped provisions and conditions shall prevail. Acceptance of Purchaser's Purchase Order by Seller is expressly made conditional on the uncontested acceptance by Purchaser to Seller's Terms and Conditions herein. By issuance of Purchaser's Purchase Order, whether in writing or verbal, Purchaser agrees to be bound by the Seller's Terms and Conditions set forth herein.

B. 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. These Terms and Conditions shall be governed by and construed according to the laws of the State of New Jersey and both parties consent to exclusively adjudicate any disputes solely in the federal or state courts of the State of New Jersey. (Version 20190919)