1. **Contract Formation.** Buyer's order, communicated by any means, constitutes Buyer's acceptance of all Seller's terms and conditions of sale which are set forth on Seller's order acknowledgment, quotation form(s) or appear on Seller's website. Seller's acceptance, whether in writing or oral, shall be governed by Seller's terms and conditions, which are available at Seller's website or by contacting Seller. Buyer's order is expressly limited to Seller's terms and conditions of sale, and Buyer's acceptance is manifest by order entry by whatever means used by Buyer. Seller's terms and conditions of sale take precedence over any terms, conditions, agreements or statements inconsistent or additional terms contained in any of Buyer's documentation or electronic transmissions, and any such conflicting, different, inconsistent or additional terms are hereby objected to and rejected by Seller.

2. **Shipments/Freight.** All shipments are FCA Seller's factory or warehouse unless otherwise agreed. Title and risk of loss will pass to Buyer at the FCA point. All freight and shipping charges,freight and delivery charges, and any delay or failure of Seller to furnish products shall be at Buyer's expense. Centers are responsible for goods lost or damaged in transit and Buyer/consignee must immediately notify carrier in writing of such loss or damage. Packaging is standard unless otherwise noted.

3. **Delivery.** Delivery lead times and shipment dates as specified by Seller are approximate only. To the extent a delay occurs, Seller shall hold delivery until the late payment on previous orders. All stock items are subject to prior sales unless otherwise noted. Seller assumes no liability whatsoever for loss or damage arising out of the failure to deliver or the non-delivery thereof on dates stated. Delay in delivery will not give Buyer the right to cancel any order(s).

4. **Pricing.** Prices are subject to change without notice. With respect to pricing set forth in Seller's quotations, unless otherwise agreed in writing or confirmed by electronic transmission from Seller, prices quoted by Seller will be adjusted to Seller's prices in effect at the time of shipment.

5. **Minimum Production Runs.** In the event that any goods related to Buyer's order are subject to Seller's specifications or part specifications, Buyer will be charged a minimum production run, which will be equal to such minimum production run on a take-or-pay basis. Buyer must complete such purchase obligation during the 12-month period beginning on the date that Seller receives Buyer's first order of such goods. Failure to purchase such purchase obligation shall give Buyer written notice to Seller within 20 days of such breach. Seller will invoice Buyer for any quantity of such goods that Buyer has failed to purchase during such 12-month period and Buyer shall remit payment within 30 days of invoice date. Seller will rework existing work-in-progress and finished goods only at Buyer's expense. Inventory of unique components, raw materials, work-in-progress and finished goods will generally not exceed 3 months of goods, based upon anticipated monthly orders.

6. **Custom Products.** In the event that any goods ordered by Buyer are custom or modified products, any request for returns, exchanges or any complaints in connection with the above equipment, including, but not limited to, Buyer's failure to use Seller's products in accordance with Buyer's written instructions or any use of Seller's products in ways not apparent to Seller or which may not be within Seller's reasonable opinion, including, but not limited to, your purchase, design, or end-use of products, Buyer will be liable to Seller for all attorneys' fees incurred by Seller in connection with the collection of unpaid invoices. All payments to be made in U.S. Dollars unless otherwise specified.

7. **Payment.** Terms of payment are net cash with order except where credit is established, in which case terms are net 30 days from date of invoice. Buyer, therefore, agrees to pay all amounts due within such 30 days. Seller may require full or partial payment in advance and, for security purposes, may require performance of Buyer's obligations before commencing or continuing work and/or prior to shipment of finished goods. Late payment may be subject to a finance charge of 1.5% per month on past due accounts balance payable within 10 days of receipt by Buyer of notice of finance charge. Buyer will be liable to Seller for all attorneys' fees incurred by Seller in connection with the collection of unpaid invoices. All payments to be made in U.S. Dollars unless otherwise specified.

8. **Cancellation of Orders/Returns.** Orders may not be canceled or returned except as written authorization by Seller in writing, in the event of an unauthorized cancellation by Buyer, in whole or in part, Buyer will be liable for payment of cancellation charges in the amount of all costs, expenses and/or damages incurred or suffered by Seller that will in no event be less than 50% of the order.

9. **Warranties/Replacements.** Seller warrants that the products manufactured and sold by Seller will be in accordance with Seller's published specifications and be free from defects in material and workmanship for a period of 12 months from the date of delivery to Buyer. Buyer's only remedy for breaches of this warranty is the return of such defective products. Buyer is responsible for all shipping costs for any warranty claims. Seller reserves the right to modify, change or discontinue the manufacture of any of its products at any time without prior notice.

10. **Technical Data Sheets.** Seller technical data sheets are provided as a general guideline only since conditions vary with each application and method of installation. No safety factor has been applied. Seller recommends that Buyer request a product sample for testing to determine the suitability of the product for Buyer's specific application. Buyer is responsible for all consequences resulting therefrom, whether or not Seller guarantees with respect to technical data contained in technical data sheets, Seller's handbook or product literature.

11. **Tooting.** In the absence of separate tooting charges to Buyer, all tooting, including delivery charges, costs of packing and handling, are the property of the Seller. Seller will charge to Buyer the cost of all reasonableuai, and this price will be set as set-up charges for any products that is not standard stocked. Additional charges for partial tooting will be incurred for modifications of standard stocked and non-stocked product, as well as specially designed custom products. Partial tooting consists solely of mold or tool insert changes and does not include dies, fixtures, jigs or parts. Tooting is retained and maintained by Seller at Seller's facility for the exclusive use of Buyer. Seller does not guarantee or make any warranties, express or implied, as to the suitability of the tooling, which will be hereby delivered. The liability of Seller, replacement of tooting will be at the sole cost and expense of Buyer. Buyer may incur additional tooting charges for any changes or modifications to product design requiring tooting modifications following prototype design specification approval by Buyer. In the event of order cancellation, Buyer will be liable for the payment of all tooting charges incurred or committed by Seller in addition to any other cancellation charges due in accordance with Paragraph 5 hereof. Buyer's use of any tool is subject to any patent or other intellectual property rights of Seller or the underlying product manufactured by such tool and, except as expressly granted by Seller in writing, no license (express or implied) in such product is granted to Buyer by virtue of its payment of tooting charges.

12. **Confidentiality.** Each party shall maintain in confidence and shall not disclose to any third parties, all information submitted prior to or after acceptance of this Agreement, whether in writing or discussed orally with the other with respect to the product design, its development and/or subject matter of this Agreement; provided, however, information in the public domain prior to any disclosure hereunder or which becomes part of the public domain through no fault of the recipient, information in the possession of either party prior to disclosure hereunder, information independently developed by either party, or result from a third party's written disclosure, communication or performance hereunder will not be considered as confidential. Information disclosed to either party by a third party having a lawful right to do so is excluded from the obligation of non-disclosure. No rights or license, by implication or otherwise, are transferred to Buyer under Seller's use, modification or possession of any design provided by Buyer related to such goods.

13. **Limitation of Liability.** IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR CONSEQUENTIAL OR INDIRECT DAMAGES, OR ECONOMIC LOSSES, LOSS OF USE, LOST PROFITS, DOWN TIME OR DAMAGES DUE TO DELAY, WHETHER BY REASON OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO BUYER'S ORDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR OTHERWISE), WILL IN NO EVENT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER PURSUANT TO BUYER'S ORDER.

14. **Use/Misuses of Goods.** Buyer assumes all responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of goods, either alone or in combination with other products or components. Seller will not be liable for any damage or harm to individuals, property or otherwise caused by (i) the misuse of any goods by Buyer or any other party, (ii) the failure of Buyer or any other party to follow any warning labels included with the goods or materials accompanying the goods or (iii) the failure of Buyer to provide any other party with proper instructions or warning labels for the applicable goods.

15. **Indemnification for Made-to-Print Goods.** Buyer acknowledges that made-to-print goods are made to print by Seller based on a design provided by Buyer. Accordingly, Buyer agrees to indemnify and hold harmless Seller and its affiliated entities and each of their officers, directors, employees, agents, independent contractors, businesses and partners (the “Indemnified Parties”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including but not limited to imprisonment, fines, costs, or expenses, which may be incurred by any Indemnified Parties based on actual or alleged infringement of any patent, trademark, copyright or similar right or misappropriation of trade secrets by Buyer or any third party in violation of Seller’s use, modification or possession of any design provided by Buyer related to such goods.

16. **Governing Law.** The validity, interpretation and performance of this Agreement will be governed and construed in accordance with the laws of the State of Connecticut in all respects (except for any conflict-of-law principles that might require the application of some other state’s laws) and without reference to the laws of any other state or nation. The application of the UN Convention on Contracts for International Sale of Goods (“CISG”) is hereby excluded.

17. **Miscellaneous.** Buyer's purchase of Seller's products hereunder pursuant solely to Seller's terms and conditions represents the entire agreement of the parties and supersedes any prior communications, whether verbal or written, including, but not limited to, product literature. No changes, revisions or modifications of any nature, made by Buyer, will be enforceable except as such agreement is in writing signed by both parties. Failure of Seller to insist on strict performance of any term or condition of this Agreement, or any omission of Seller to exercise any right hereunder, will not constitute a waiver. Any remedies of Seller set forth herein will be cumulative and not exclusive and are in addition to any other remedies Seller may have at law. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate any other term or provision of this Agreement or render unenforceable such term or provision in any other jurisdiction. Buyer may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Seller may assign its rights or delegate any of its obligations to a third party or to any entity acquiring all or substantially all of Seller's assets. Any purported assignment or delegation in violation of this paragraph is null and void. No assignment or delegation relieves the assigning party of any of its obligations or responsibilities under this Agreement. Seller shall have no liability with respect to any binding and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assignees. Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the parties.