

## CHICAGO RIVET & MACHINE CO. TERMS & CONDITIONS

SELLER'S ACCEPTANCE OF BUYER'S OFFER IS EXPRESSLY CONDITIONED UPON THE BUYER'S ASSENT TO THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT. THE BUYER'S PURCHASE ORDER (IF ANY) SHALL HAVE NO APPLICATION WHATSOEVER TO ANY CONTRACT OR AGREEMENT BETWEEN THE PARTIES EXCEPT TO THE EXTENT THAT THE SELLER EXPRESSLY AGREES IN WRITING TO ANY SUCH PURCHASE ORDER CONDITIONS.

1. ALL TERMS ARE SUBJECT TO CREDIT APPROVAL
2. PRICES: Unless otherwise herein stated, prices shall be the Seller's prices and transportation charges prevailing at the date of shipment.
3. TERMS OF PAYMENT: Stipulated on this document.
4. CREDIT: Should the Buyer fail to fulfill the terms of payment under this or any other contract between the Buyer and the Seller, Seller may defer further shipments until such payments are made or may, at its option, cancel the unshipped balance without prejudice to any other rights which the seller may have against the Buyer hereunder. Shipments and deliveries shall at all times be subject to the approval by the Seller of the Buyer's credit and the Seller reserves the right, even after partial shipment or partial payment on account of the contract to require from the Buyer satisfactory security for the due performance of the Buyer's obligations. Refusal to furnish such security will entitle the Seller to defer any further shipments until such security is furnished or to cancel the contract or so much of its as remains unperformed without prejudice to any other rights which the Seller may have against the Buyer hereunder.
5. TAXES: All prices are subject to the addition of any present or future, applicable sales, excise, use or other taxes or duties imposed by any governmental authority. All such taxes and duties, unless otherwise expressly stipulated, shall be added to and become a part of the price payable by the Buyer to the Seller.
6. TITLE AND RISK: Unless otherwise stipulated herein, all sales are F.O.B. seller's plant and title shall pass to the Buyer upon delivery by the Seller to a carrier for transportation to the Buyer. Title to products sold F.O.B. destination shall pass to the Buyer upon arrival at the specified destination. All products shall be and remain at the risk of the Buyer from and after the time at which title passes.
7. DELIVERY DATES: Delivery dates set forth herein are subject to change and are predicated on conditions existing at the time. Seller shall exercise its best efforts to deliver within the time quoted but does not guarantee to do so, and shall not be held responsible for any loss or damage of any kind or nature whatsoever caused by the delay in delivery irrespective of the cause of such delay.
8. FORCE MAJEURE: In the event of any delay in the Seller's performance due to fires, strikes, labor disputes, war, civil commotion, epidemics, embargoes, floods, delays in transportation, shortage of cars, fuel or other materials, default or failure of carriers of contractors, shortage of labor, acts of God, acts, demands, requirements or requests of any state or government or to any other cause beyond the reasonable control of the Seller whether or not a kind hereinbefore specified notwithstanding that such cause is operative at the time of making the contract the Seller shall have such additional time within which to perform this contract as may be reasonably necessary under the circumstances. Notwithstanding the foregoing, if performance of the contract by the Seller be delayed for a period exceeding thirty days by any such cause either party shall at its option be relieved from further responsibility, that in respect, of products manufactured or in process of manufacture at the date of exercise of the option such relief from responsibility shall be subject to the consent of the Seller.
9. SELLER'S STANDARD PRACTICES AND TOLERANCES: Except to the extent otherwise agreed in writing all products shall be delivered in accordance with the manufacturer's standard practice, and shall be subject to the normal tolerances, variations and limitations of dimensions, weight, shape, composition, mechanical properties: structure, quality and service conditions consistent with practical testing and inspection methods. All orders shall be subject to Seller's regular-practice concerning over and under shipment.
10. WARRANTY: The Seller warrants that all products sold herein are of merchantable quality. **BUYER AGREES THAT SELLER MAKES NO OTHER WARRANTY OR REPRESENTATION BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE SELLER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS SOLD HEREIN ARE SOLD IN THEIR CURRENT AS IS CONDITION.**
11. BUYER'S REMEDIES: If any product furnished to the Buyer shall fail to conform to the contract between the Buyer and the Seller, the Buyer shall give prompt written notification thereof to the Seller. Such non-conforming products shall be held for the inspection of the Seller and the liability of the Seller in respect thereof shall be limited to the replacement of such product to the return of such product, or at the discretion of the Seller, to a return of the sale price less the salvage of scrap value thereof. The seller shall in no event be liable for the cost of any value added top any non-conforming product or for any special, direct, indirect or consequential damages by reason of the fact that any such product shall have been non-conforming.
12. CONSEQUENTIAL DAMAGES: Neither party to the contract shall be liable for indirect or consequential damages.
13. CANCELLATION: This agreement is not subject to cancellation complete or partial without Seller's written consent. Any reduction in quantities ordered shall constitute partial cancellation subject to this clause. When seller consents to cancellation, settlement shall be made on the following basis:
  - a.) Buyer will pay to Seller upon delivery, full purchase price of all articles completed at the time Seller agrees to cancellation.
  - b.) If Seller elects to complete that part or all of the articles scheduled for delivery within 30 days of such date, the full purchase price of such articles will be paid.
  - c.) Buyer will further pay to Seller a percentage of purchase price of remaining articles equivalent to percentage of completion thereof as determined by Seller's normal cost accounting methods.
  - d.) Buyer will also pay the full costs of materials incurred by Seller specifically related to Buyer's order.
  - e.) Invoices for all cancellation charges are payable promptly upon presentation.
  - f.) If within 30 days from the presentation of such invoice Buyer does not instruct Seller as to the disposition of the material, etc, arising from the cancellation, Seller may sell the same, crediting Buyer with the proceeds.
  - g.) Buyer will also pay the reasonable costs and expenses incurred by Seller in making a settlement hereunder and protecting property in which Buyer has interest. Seller will defer manufacture or delivery of any articles only if and to the extent agreed to in writing.
14. ENTIRE CONTRACT: No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, purporting to modify these Conditions of Sale whether contained in the Buyer's purchase order or elsewhere, shall be binding on the Seller unless made in writing and accepted in writing by the Seller.
15. CLAIMS: Claims for material that does not meet specification will be considered only for the amount of the material sold, no portion of the Buyer's inspection and testing cost will be assumed by Seller.