



## Terms and Conditions of Sale

1. The price to be paid by Buyer shall be the price in effect at the date of actual delivery of the goods unless otherwise specified in writing by the seller. In the event Seller is prevented by any governmental restriction from increasing any price herein or from continuing any price already in effect, Seller may terminate this contract by written notice dispatched thirty (30) days prior to date of termination.
2. There shall be charged to buyer a delinquency fee of 2% per month on amounts in arrears due Seller, Buyer shall pay, or reimburse Seller for any and all costs and expenses incurred by Seller in the collection of any amounts due under this contract, including, without limitation, the costs of any court proceedings for arbitration and attorney's fees.
3. Delivery dates are approximate and Seller shall not be liable for any delay due to causes beyond its reasonable control, such as acts of God, acts of the Buyer, acts of civil or military authority, fires, strikes, floods, war, riots, and delays in transportation, car shortages and inability due to causes beyond its reasonable control to obtain necessary labor, materials, or manufacturing facilities. In the event of any such delay, the date of delivery shall be deferred for a period equal to the time lost by reason of the delay.
4. Buyer will accept any deviation in the quantity of the Products shipped by Seller which is ten percent 10% or (1) one piece whichever is larger of the quantity indicated herein or in the purchase order in question. Such deviation will not constitute a breach of this contract or the purchase order, and, notwithstanding such deviation. Seller shall be deemed to have complied with this contract and said purchase order. The total dollar amount of such sale will be the actual quantity shipped within the deviation stated, times the unit cost stated herein plus any additional charges indicated in the acknowledgement.
5. Anything herein or in applicable law to the contrary notwithstanding, Buyer will bear the risk of loss, deterioration or damage to the Products from the time they are placed by Seller in the possession of a carrier. After the passage to Buyer of such risk of loss, deterioration, or damage, the Products held by Seller, for whatever reason, shall be held for Buyer's account at Buyers' expense, irrespective of whether the Products are within the coverage of any policy of insurance maintained by Seller.
6. Seller reserves and retains a security interest in the Products and proceeds thereof until payment therefor in full has been made by Buyer. It is understood and agreed that this contract constitutes a security agreement between Buyer, as debtor, and Seller, as security party, under the Uniform Commercial Code, and that Seller has the rights and remedies of a secured party there under. Buyer authorizes Seller to sign of Buyer's behalf and file financing statements and to do any other act or thing necessary or useful in perfecting Seller's security interest in the Products.
7. Sell warrants only the adherence of the Product to the Seller's specifications stated above. Except as otherwise stated herein, any claim on account of defective Product, or for any other cause whatsoever, will conclusively be deemed waived by Buyer unless notice is given to Seller within 30 days after receipt of Buyer. Seller will be given a reasonable opportunity to investigate all claims, and no product may be returned by Buyer to Seller until after receipt by Buyer of definite shipping Instructions from Seller, except as otherwise provided herein. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. In addition to the other causes for termination of this contract specified herein, either party shall have the right to terminate this contract:
  - a. Immediately upon notice if the other party fails to cure a material breach of this contract within ten (10) days after notice thereof from the party not in breach.
  - b. Immediately upon notice if the other party files a petition under any insolvency or bankruptcy law, or makes a general assignment for the benefit of creditors, whether voluntary or involuntary, or is dissolved, or if such other party becomes insolvent or is adjudged bankrupt.
9. Expiration of termination of this contract for any cause shall not release either party from any liability to the other party which has not already accrued to the other party at the date of expiration or termination or which may thereafter accrue in respect of an or omission prior to the date of expiration or termination provided, however, that the Seller shall have the right, without any liability to Buyer, to cancel any previously accepted purchase order if this contract is terminated pursuant to Buyer's breach or bankruptcy.
10. NO CLAIM OF ANY KIND, WHETHER AS TO MATERIALS DELIVERED OR NON-DELIVERY OF MATERIALS, AND WHETHER ARISING IN TORT OR CONTRACT, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICES OF THE MATERIALS IN RESPECT OF WHICH SUCH DAMAGES ARE CLAIMED; AND THE FAILURE TO GIVE NOTICE OF CLAIM WITHIN THIRTY (30) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY, AS THE CASE MAY BE, SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH MATERIALS. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
11. This contract constitutes the entire agreement between the parties, and there are no understandings, representations or warranties of any kind, express or implied, not expressly set forth herein. No modification of this contract shall be of any force or effect unless such modification is in writing and signed by the party to be bound thereby, and no modification shall be effected by purchase order forms containing terms or conditions at variance with those set forth herein.
12. Buyer and Seller agree that this contract shall be deemed to have been made and delivered in the State of Illinois (the principal place of business of Seller) and that its provisions shall be governed by and construed and enforced in accordance with the law (other than the law governing conflict of laws questions) of the State of Illinois. The Buyer further consents to the jurisdiction of the courts of the State of Illinois in connection with any dispute between the parties relating to the subject matter hereof.