

Canfield Connector

8510 Foxwood Court • Youngstown, OH 44514

STANDARD TERMS OF SALE AND RESTOCKING

1. GENERAL:

- This contract contains the entire agreement between parties and supersedes any prior or contemporaneous oral or written agreements or communications between them relating to the subject matter hereof.
- This contract may not be assigned, modified or cancelled without Seller's prior written consent, and any attempt to assign, modify or cancel it without consent shall be absolutely void.
- No delay or omission to exercise any right, power or remedy accruing to Seller upon breach or default by Buyer under this contract shall impair any such right, power or remedy of Seller, or shall be construed as a waiver of any such breach or default. All waivers must be in writing.
- In the event of any of the provisions hereof shall, for any reason, be held void or unenforceable, the remaining provisions shall remain in full force and effect and shall control.
- Any provisions of this contract prohibited by law of any state shall as to said state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this contract.
- This contract shall be governed by and construed in accordance with the laws of the State of Ohio, excluding however, Ohio law pertaining to conflicts of law.

2. SELLER'S LIMITED WARRANTY AND LIMITATIONS OF LIABILITIES:

All goods sold hereunder are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of manufacture unless otherwise agreed upon in writing, and to conform to applicable specifications, drawings, blueprints and/or samples. These express warranties are in lieu of and exclude all other warranties, express or implied. Seller's sole obligation under these warranties shall be to issue credit, repair, or replace any item or part thereof which is proved to be other than as warranted; no allowance shall be made for any labor charges of Buyer for replacement of parts, adjustment or repairs, or any other work, unless such charges are authorized in advance by Seller. If goods are claimed to be defective in material or workmanship or not to conform to specifications, drawings, blueprints and/or samples, Seller upon notice promptly given will either examine the goods at their site, or issue shipping instructions for return to Seller (transportation costs prepaid by Buyer). In the event any goods are proved to be other than as warranted, transportation costs to and from Seller's plant will be borne by Seller and reimbursement or credit will be made for amounts so expended by Buyer. In particular, seller makes no warranty respecting the merchantability of the products or their suitability or fitness for any particular purpose or use or respecting infringement. These warranties shall not extend to any goods or parts thereof which have been subjected to misuse or neglect, damage by accident, rendered defective by reason of improper installation or by the performance of repairs or alterations outside of Seller's plant except when performed under Seller's specific authority. These warranties shall not apply to any goods or parts thereof furnished by Buyer or acquired from others at Buyer's request and/or to Buyer's specifications. BUYER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT BEING LIMITED TO, LOSS OF PROFIT, LOSS OF DATA, LOSS OF USE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE.

3. PAYMENT:

- Checks are accepted subject to collection and the date of collection shall be deemed the date of payment. Any check received from Buyer may be applied by Seller against any obligation owing by Buyer to Seller, under this or any other contract, regardless of any statement appearing on or referring to such check, without discharging Buyer's liability for any additional amounts owing by Buyer to Seller; and the acceptance by Seller of such check shall not constitute a waiver of Seller's right to pursue the collection of any remaining balance.
- On any invoice not paid by maturity date (net thirty (30) days), Buyer shall pay interest from maturity to date of payment at the annual percentage rate of 18% (or such lower rate as may be the maximum allowable by law), together with Seller's costs of collection (including reasonable attorneys' fees).
- Buyer agrees to pay the entire net amount of each invoice rendered by Seller pursuant to the terms of each such invoice without offset or deduction.
- Prices for any undeliverable Products may be increased by Seller in the event of any increase in Seller's cost of supplies, raw materials, labor or services, or any increase in Seller's cost resulting from government action or other cause beyond Seller's control.

4. CREDIT:

Seller may in its sole discretion at any time and from time to time change the terms of Buyer's credit, require payment in cash before shipment of any or all of the Products specified herein, and/or require anticipated payment of any or all amounts due or to become due under this contract. If Seller believes in good faith that Buyer's ability to make payments called for by this contract is or may be impaired, Seller may cancel this contract or any remaining balance thereof, Buyer remaining liable to pay for any Products already shipped.

5. TAXES/FREIGHT:

Unless otherwise agreed in writing, the amount of all transportation charges from Seller's location and all taxes or other charges now or hereafter imposed by any government authority upon sale, purchase, resale, delivery, manufacture, production or possession of the Products specified herein, which may be paid by Seller or for which Seller may be liable, shall be paid to Seller by Buyer in addition to the purchase price of the Products.

6. ORDERS:

- Each order for Products is subject to acceptance in writing by Seller.
- Orders may not be cancelled or rescheduled after delivery by Seller to the carrier. In the event of allocation of Products, orders that are accepted by Seller will be accepted using a fair schedule method.
- Special Orders - Special orders for items not normally stocked are non-cancelable and non-returnable.

7. DELIVERIES/TITLE:

- All goods shall be packed in suitable containers for protection in shipment and storage. No special charges for packing or crating shall be made unless specifically listed as an additional and separate charge on Seller's quotation or acceptance of Buyer's order.
- Subject to Seller's right of stoppage in transit, delivery of the Products to a carrier shall constitute delivery to Buyer, and risk of loss shall thereupon pass to Buyer; however, title shall remain in Seller until Buyer makes payment in full under contract. Products invoiced and held by Seller for any reason shall be at Buyer's risk and expense. Delivery route shall be the election of Seller unless specifically designated by Buyer.

- Delivery of any installment of Products within 30 days after the date specified therefor shall constitute a timely delivery. Thereafter, delivery shall be deemed timely unless prior to shipment Seller has received written notice of cancellation. Delivery of a quantity which does not vary by more than 10% from the quantity specified therefor shall constitute full performance of such delivery. Delay in delivery of one installment shall entitle Buyer to cancel that installment only.
- Should delivery of all or part of the Products specified herein (or any other obligation of Seller) be delayed by events beyond Seller's control, Seller's time for performance shall be extended by the period of delay, or Seller may, at its option, cancel this contract without liability, Buyer remaining liable for shipments already made. Sellers shall not be liable for any delays in or failures of delivery due to acts of God or public authority, labor disturbances, accidents, fires, floods, extreme weather conditions, failures of and delays by carriers, shortages of material, delays of a supplier due to causes beyond its control.
- Buyer is deemed to have accepted the Products unless notice of rejection is given within a reasonable time, which is agreed to be within seven (7) days after receipt. Buyer waives any right to revoke acceptance thereafter.
- No return of Products will be accepted by Seller without a return materials authorization number (RMA#), which will be issued in Seller's sole discretion. Returned Products must be in original shipping cartons, and must be freight prepaid. In the event any goods are proved to be other than as warranted, transportation costs to and from Seller's plant will be borne by Seller and reimbursement or credit will be made for amounts so expended by Buyer. Notice of defective Products must be made within seven (7) calendar days of receipt. A complete description regarding the nature of the defect must be included with all returned Products. All items not eligible for credit will be returned to Buyer, transportation collect.

8. SPECIFICATIONS AND DESIGNS:

- Should Buyer request that changes be made in the specifications or design relating to any goods, delivery dates and schedules shall be revised accordingly, if necessary, and an equitable adjustment, upward or downward, shall be made in price in so far as warranted.
- Any designs, tools, patterns, material, drawings, information or equipment furnished by Buyer, or any special tools made or acquired for the Buyer by the Seller which becomes Buyer's property, shall be used only in the production of the goods called for herein and not otherwise, unless by Buyer's written consent. Seller agrees to exercise reasonable care with respect to such property and equipment while in its possession and control, but shall not be responsible for loss or damage occurring without its fault or negligence or for ordinary wear and tear.

9. USE OF PRODUCTS:

- If technical advice is offered or given in connection with the use of any Products it will be as an accommodation to Buyer and without charge and Seller shall have no responsibilities or liabilities whatsoever for the content or use of such advice.
- Products sold by Seller are not designed for use in life support or nuclear applications. Seller's customers using or selling Products for use in life support or nuclear applications do so at their own risk, agree that Seller and the Manufacturer of Products are not liable, in whole or in part, for any claim or damage arising from such use, and agree to fully indemnify Seller and the Manufacturer from and against any and all damages, loss, cost, expense or liability arising out of or in connection with the use or performance of Products in life support or nuclear applications.
- Should the Buyer notify the Seller that its order is placed under a prime contract with an agency of the United States Government, the following terms and conditions shall be incorporated into Seller's terms of sale in so far as the Buyer is required to incorporate such provisions in its purchase orders or subcontracts of terms in so far as applicable to the goods sold hereunder.
- The following clause set forth or referred to in Sections 7 and 12 of the Armed Services Procurement Regulations are hereby incorporated by reference: Renegotiation (7-103.13), Eight Hour Law of 1912 (7-103.16 12-303.1), Walsh-Healy Public Contracts Act (7-103.17 12-604), Nondiscrimination in Employment (7-103.18 12-802), Officials Not to Benefit (7-103.19), Buy American Act (7-104.3 6-104.5), Notice to the Government of Labor Disputes (7-104.4), Excess Profit (7-104.11), Military Security Requirements (7-104.12), Examination of Records (7-104.15), Convict Labor (7-104.17 12-203). In order to make the context of the above clauses applicable to these terms of sale, the word "Buyer" shall be substituted for the word "Government" and the word "Seller" shall be substituted for the word "contractor" whenever necessary.
- Unless the design for the goods shall have been furnished by the Buyer to the Seller and used by the Seller in manufacturing the goods, Seller shall defend and save harmless the Buyer from any claim that any product or article sold to the Buyer hereunder in and of itself infringes any United States letters patent by reason of its sale or use/ provided Seller is notified in writing within ten (10) days after any such claim is made against the Buyer, and provided further that Seller is permitted to defend the same in Buyer's name if action be brought. If the product or article sold to the Buyer hereunder is manufactured by the Seller according to a design furnished by the Buyer, the Buyer will defend and save harmless the Seller from any claims of infringement of any United States Letters patent.

10. TOOLING:

Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

11. INSTALLATION/TRAINING:

Buyer acknowledges that no installation, training or education is contracted for or purchased under terms of this contract unless specifically agreed in writing. In the event that Buyer receives any training from Seller with respect to the Products, then, in that event, such training is personal to the persons receiving such training, and Buyer acknowledges that any persons receiving such training may not be capable of operating the Products.

12. RESTOCKING POLICY:

Merchandise that is returned must be accompanied by pre-approved return materials authorization number (RMA#). Return authorizations will be approved by Canfield Connector. When materials are received, an inspection will be performed to determine if restocking charges are applicable. Material that does not have an authorization will be returned to the purchaser at their expense. RETURNED ITEMS MAY ENTAIL A RESTOCKING CHARGE. CONSULT FACTORY FOR EXACT RESTOCKING FEES. AS CHARGES MAY VARY DEPENDING ON THE AMOUNT OF SPECIALTY OF THE ITEMS BEING RETURNED. CUSTOM PARTS & "9-" NUMBERS ARE NON-RETURNABLE AND NON-REFUNDABLE (EXCEPT IN CASES OF WARRANTY)