



Terms and Conditions:

Acceptance of any order by seller is expressly conditioned upon assent by buyer to the following terms and conditions. Seller shall sell its goods only on the exact terms and conditions expressed herein, regardless of any additional or different terms that may be embodied in any purchase order, and buyer's acceptance of the goods shall constitute assent to such terms and conditions.

1. Price-The prices for the goods stated herein are subject to change without prior notice.
2. Interpretation and Modification-This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
3. Limited Warranty-Seller warrants its goods to be free from defects in material and workmanship at the time of delivery. SELLER MAKES NO WARRANTY OF MERCHANTABILITY, NO WARRANTY THAT THE GOODS ARE FIT FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY, EXPRESS OR IMPLIED. Seller's liability under this warranty is limited to replacement of defective goods or, at seller's option, refund of the purchase price. Seller shall not be liable under this warranty for any incidental, consequential or special damages.
4. Remedies Exclusive-The remedies provided in this contract are the exclusive and sole remedies of the buyer.
5. Limitation of Damages-In the event of a breach of repudiation of this contract by seller, buyer shall not be entitled to recover any incidental, consequential, indirect or special damages of any kind. Seller's liability shall not exceed replacement of non-conforming goods, or at seller's option refund of the purchase price.
6. Time of Rejections and Notice-All claims for damages, error or shortages in goods delivered by seller to buyer under this contract shall be made by the buyer within a period of seven (7) days after the goods are delivered to buyer. Failure to make any claim within seven (7) days shall constitute an irrevocable acceptance of the goods and an admission that they fully comply with all terms, conditions and specifications of this contract.
7. Risk of Loss-The risk of loss of the goods shall pass to the buyer as soon as the goods are properly loaded on the carrier.
8. Force Majeure-Seller shall not be liable for any delay or failure to deliver any or all of the goods in case delay or failure is caused by labor disputes, strikes, war, riot, insurrection, civil commotion, fire, flood, accident, storm, or any act of God, failure of suppliers or other causes beyond seller's control.
9. Time for Bringing Action-Any action for breach of this contract or any warranty hereunder must be commenced within one year after the cause of action has occurred.