



## GENERAL TERMS AND CONDITIONS OF SALE AND DISCLAIMER OF WARRANTIES

The following terms and conditions shall apply without exception to all sales:

1. **SOLE TERMS:** No terms or conditions on Buyer's purchase order or any other instrument, agreement, or understanding (unless expressly referred to on the face of Seller's quotation and/or acknowledgment) shall be binding upon Seller unless agreed to in writing.
2. **PRICES:** The invoice supersedes all previous quotations and proposals. Prices do not include property, sales, use or privilege taxes or any export or import taxes, custom duties, or the like, unless stated. All errors are subject to correction. If the Buyer is charged sales tax in error the Buyer must notify within 14 days of the invoice date to receive a credit. After 14 days the sales tax cannot be refunded.
3. **PAYMENT:** Terms of payment are the net amount of the invoice in United States currency within thirty (30) days of the date of the invoice unless otherwise stated. A late payment charge of one and one-half percent (1-1/2%) of the amount of the invoice will be charged for each month, or any portion thereof, that payment is not made within thirty (30) days of the date of the invoice. If shipments are delayed by Buyer, invoices may be rendered on the dates Seller's is prepared to make shipments. If completion of manufacture, repair or sale is delayed by Buyer, invoices may be rendered when delay is ascertained, based upon percentage of completion. Goods held as a result of Buyer's inability or refusal to accept delivery is at the risk and expense of Buyer.
4. **SHIPMENT AND RISK OF LOSS:** Shipment date is approximate. Goods will be shipped f.o.b. point of origin, with all risk of loss or damage to goods passing to Buyer upon delivery to carrier. If freight must be prepaid payment will be made for the account of Buyer. Seller may make delivery installments, separately invoiced, and payable without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining installments.
5. **FORCE MAJEURE:** Seller shall not be liable for any delay in performance or failure to perform due to any cause beyond Seller's reasonable control including, fire, flood, any act of God, strike or other labor difficulty, any act or omission to act of any civil or military authority, change in laws, acts of war, any insurrection, riot, embargo, unavailability or delays in transportation or car shortages. The parties recognize that a time extension may not be the only remedy for a delay.
6. **LOSS, DAMAGE OR DELAY:** Seller shall not be liable for breach of covenant or condition, loss, injury, delay, damages or other casualty due to labor, disturbances, embargoes, riots, storms, fires, explosions, acts of God, war, acts of hostility, inability to obtain necessary labor or raw materials from usual suppliers, break down of manufacturing facilities, major change in economic conditions, or any causes beyond its control. In the event of delay, shipment date will be postponed to compensate for delay. If Seller's performance is rendered permanently impossible or impracticable, either party may cancel executory portion of this contract, and the only liability shall be Buyer's for pro-rated or allocated portion of the contract completed, including all inventory and supplies returnable for full credit or otherwise useable by Seller.
7. **SHORTAGES:** Any claim for shortage must be reported to Seller within thirty (30) days after receipt of products.
8. **MANUFACTURER WARRANTY:** Any manufacturer warranty is simply passed through to the Buyer. It is intended that the goods will not be sold to or used by consumers or for personal or residential use. Seller makes no warranties to those defined in the Manguson-Moss Warranty-Federal Trade Commission Improvement Act.  
**DISCLAIMER OF WARRANTIES:** SELLER DISCLAIMS AND THE PRODUCTS ARE SOLD WITHOUT ANY WARRANTY AS TO MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN WHATSOEVER, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN.
9. **LIMITATION OF LIABILITY EXCLUSIVE REMEDY:** Seller's liability and responsibility for any defective or non-conforming products are limited solely to the cost of such goods and any such claims must be filed within 60 days of the delivery of the product.  
**ALL REMEDIES OF BUYER ARISING OUT OF THIS TRANSACTION OR WITH RESPECT TO THE SALE OR USE OF THE GOODS SHALL BE LIMITED EXCLUSIVELY AND IN LIEU OF ANY ALL OTHER REMEDIES TO THOSE CONTAINED IN THESE TERMS AND CONDITIONS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OR LOSSES OF BUYERS OR USERS, ARISING OUT OF PURCHASES OF PRODUCTS OR THE USE OR MISUSE OF THE PRODUCTS.**
10. **CONFIDENTIAL INFORMATION:** Technical information contained in plans, drawings, specifications, photographs, and other documents disclosed or furnished by Seller are the sole and exclusive property of Seller. Buyer, in the absence of express prior permission of Seller shall hold them in confidence and may not sell or dispose of any portion thereof.
11. **DEFAULT:** If Buyer shall fail to pay all or any part of the sums due or to become due, or to observe, keep or perform any of its obligations, become insolvent or become a party to any Federal or State insolvency proceedings or receivership, or become a judgment debtor, all sums due or to become due may, at the option of Seller, become immediately due and payable, and concurrently, or in the alternative, Seller may, at its option, terminate this contact and exercise any other remedies available under all applicable laws. Waiver of any default shall not be a waiver of any other subsequent default.
12. **SPECIFICATIONS:** If specifications and designs for good are furnished by Buyer, Buyer will indemnify and save Seller harmless for all claims, cost, and expenses (including costs and attorneys' fees) of and patent infringement claim or proceeding resulting from. Seller will not be responsible for the accuracy or suitability of such designs or specifications, or for the performance of any goods made in conformity thereto.
13. **INDEMNIFICATION:** If Seller shall be made a defendant in any proceeding, action or arbitration, by Buyer, or any persons deriving title from Buyer, or any third person on the basis of breach of warranty, negligence or tort, and if no award or judgment shall be made or rendered against Seller, Buyer hereby indemnities and holds Seller harmless from all costs and expenses in connection with such proceeding, action or arbitration, including reasonable attorney's fees and expenses.
14. **CANCELLATION:** Any contract or order may be cancelled by Buyer only with the written consent of Seller and upon reimbursement to Seller for any and all expenses and other losses incurred as a result of such cancellation, including a reasonable profit and overhead.
15. **COLLECTION EXPENSES:** Buyer shall be responsible for payment of all costs and expenses of collection, including a reasonable attorney's fee in the event that Seller places Buyer's account with an agency or an attorney for collection.
16. **GOVERNING:** This transaction shall be governed by the laws of the State of Georgia excluding provisions on conflict of laws.
17. **MISCELLANEOUS:** These terms and conditions (including those stated on face hereof) shall constitute the entire agreement of Seller and Buyer, superseding all prior agreements or understandings, written or oral, and cannot be amended except by mutual writing, Buyer may not assign any rights or duties he renders without Seller's written prior consent. No reproduction, warranty, course of dealing or trade usage not contained or referenced herein will be binding on Seller. No failure by Seller enforce at any time for any period the provisions hereof shall be construed as a waiver of such provision or of the right of Seller to enforce thereafter each and every provision. No representative of Seller has the authority to waive or change any of the above provisions.