HAYDON BOLTS, INC. TERMS & CONDITIONS OF CREDIT & SALE

All sales by Haydon Bolts, Inc. ("Seller") are made subject to the following terms and conditions. Seller expressly rejects any different or additional terms or conditions contained in any documents submitted by Buyer. Seller's acceptance of any purchase order and/or sale of any goods is expressly made conditional on Buyer's assent to these terms and conditions. Seller reserves the right to amend terms without notice.

1. All proposals, negotiations, and representations, if any, regarding the transaction and made in writing prior to the date of an order are merged herein. The Seller makes no representations or warranties concerning this proposal except such as are expressly contained herein, and this document may not be changed or modified.
2. **PRICES** - All prices whether herein named or heretofore quoted or proposed, shall be adjusted to the Seller's prices in effect at the time of shipment, and are FOB our plant, Philadelphia, PA, unless otherwise stated.
3. **TOOLING** - Any tooling charge included in an order covers the design and manufacture of tooling required to produce the items on the initial order, and title to all such tooling shall remain with the Seller.
4. **TAXES** - Any taxes which the Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to the Seller upon demand.
5. **DELAY** - The Seller shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, strikes, differences with workmen, plant conditions, delays in transportation, shortage of cars, fuel, labor, or materials, or any circumstances or cause beyond the control of the Seller in the reasonable conduct of its business. In the event of delay in performance due to any such cause, the date of delivery or time for completion shall be extended by a period of time reasonably necessary to overcome the effect of such delay. SELLER SHALL NOT ACCEPT AND SHALL NOT BE LIABLE FOR ANY PENALTY OR LIQUIDATED DAMAGES CLAUSES OF ANY KIND, written or implied, unless specifically approved in writing by a duly authorized representative of Seller.
6. **SHIPPING** - Shipping and commencement dates are approximate and are based upon prompt receipt of all necessary information and approved drawings/ specifications/ patterns/ selections whenever required. Any clerical errors are subject to correction. Unless Buyer advises in writing prior to the scheduled first delivery that an earlier shipment is not permissible, Seller reserves the right to ship prior to the order shipping date. If any part of the movement of the material involves use of a motor carrier, Seller intends to secure equipment from the motor carrier having the lowest rate; but if such equipment is not reasonably available, Seller reserves the right to move the material by any other motor carrier having available necessary equipment. When delivery terms are other than FOB our plant, all means of transportation and routing shall be subject to the control of the Seller.
7. **INSPECTION** - The Buyer may inspect, or provide for inspection, at the place of manufacture. Such inspection shall be conducted so as not to interfere unreasonably with the manufacturer's operations, and subsequent approval or rejection shall be made before shipment of the material. Notwithstanding the foregoing, if, upon receipt of such material by the Buyer, the same shall appear not to conform to any contract resulting from an order between the Buyer and the Seller the Buyer shall immediately notify the Seller of such condition and afford the Seller a reasonable opportunity to inspect the material.
8. **PRICING, FREIGHT DISCREPANCIES AND RETURNED MATERIAL** - Pricing or freight issues must be reported to the salesperson who took the order within ten (10) days of delivery. No material may be returned without Seller's prior written approval. Approved returns must be properly packaged, in resale condition, and may be subject to a restocking fee of up to 30%. Custom, special-order, altered, coated, non-stock, or project-specific material cannot be returned once work or purchasing has begun unless Seller agrees in writing.
9. **EXCLUSION OF WARRANTIES** - THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE ARE EXCLUDED FROM ANY CONTRACT RESULTING FROM AN ORDER. THERE ARE NO EXPRESS WARRANTIES AS TO THE MATERIAL FURNISHED HEREUNDER UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER.
10. **BUYER'S REMEDIES** - If the material furnished to the Buyer shall be proven defective, whether due to Seller's negligent acts or omissions or otherwise, to conform to any contract resulting from an Order or to any express warranty, during a period not to exceed thirty (30) days from the date of shipment, the Seller shall replace such nonconforming material to the original point of delivery and shall furnish instruction for its disposition. Any transportation charges involved in such disposition shall be for the Seller's account. The Buyer's exclusive and sole remedy on account or in respect of the furnishing of material that shall be proven defective, whether due to Seller's negligent acts or omissions, or otherwise, to conform to any contract, resulting from an Order or to any express warranty, during a period not to exceed thirty (30) days from date of shipment, shall be to secure replacement thereof as aforesaid. The Seller shall not in any event be liable for the cost of any labor expended on any such material or for any special, direct, indirect, incidental or consequential damage to anyone by reason of the fact that such material does not conform to any contract resulting from an Order or to any express warranty. THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE and the liability of Seller with respect to any Order, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any goods or materials covered by or furnished under the Order, whether in contract, in tort (including negligence) or otherwise, shall not exceed the Order price set forth herein.
11. **PERMISSIBLE VARIATIONS, STANDARDS & TOLERANCES** - Except in the particulars specified by Buyer and expressly agreed to in writing by Seller, all material shall be produced in accordance with Seller's standard practices. All material, including that produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of the trade and regular industry practices concerning: dimension, weight, straightness, section, composition and mechanical properties; normal variations in surface, internal conditions and quality; deviations from tolerances and variations consistent with practical testing and inspection methods. Orders will be considered complete upon shipment of a reasonable quantity of ten (10) percent over or under the amount specified in the order when it is impractical to produce the exact quantity ordered.
12. **PATENTS** - The Buyer shall indemnify the Seller against any judgment for damages and costs which may be rendered against the Seller in any suit brought on account of the alleged infringement of any United States patent by any product supplied by the Seller made in accordance with materials, designs or specifications furnished or designed by the Buyer, provided that prompt written notice be given to the Buyer of the bringing of the suit and then an opportunity be given to the Buyer to defend it.
13. **CREDIT APPROVAL** - All shipments, deliveries, work, and credit approvals are subject to Seller's Credit Department, which may require satisfactory payment, security, terms, or project information, including the owner, contractor, bond, and jobsite details, before approving credit or proceeding with shipment, delivery, or work.
14. **TERMS OF PAYMENT** - Subject to the provisions of CREDIT APPROVAL above, terms of payment are net 30 days and shall be effective from date of invoice (not paid when paid). If an account becomes 60 days past due, no further credit may be granted without payment of past due portion. Interest will be charged at the rate of 18% per annum on all overdue invoices. Buyer shall be responsible for reasonable attorney's fees and costs in the event that collection efforts (including legal action) are required to collect any unpaid balance.
15. **TERMINATION -** (a) The Order shall not be terminated, in whole or in part, by Buyer for Buyer's convenience except by agreement in writing from Seller, and any such agreement will be contingent upon payment of: (i) the price of the material completed and shipped, but not yet paid for, at the Order price; (ii) the price of material completed but not yet shipped or paid for, at the Order price (Buyer will be entitled to delivery of such goods); (iii) the costs incurred for any material in progress (Buyer will be entitled to receive any material for which it pays. Seller has the option not to claim against Buyer for the material in progress which it is willing to absorb or redirect; (iv) reasonable charges based upon expenses already incurred and commitments made by Seller; and (v) a termination fee of ten percent (10%) of the unperformed Order price to compensate for indirect costs resulting from the termination. (b) The Order may be terminated at any time by the mutual agreement of the parties, which agreement shall specify their respective remaining rights and duties. (c) The Order may be unilaterally terminated by Seller for default by Buyer. Buyer shall be liable to Seller for any costs and reasonable attorneys' fees to enforce these Terms and Conditions including but not limited to payment under Article 14 herein should Buyer default or breach any provision of the Order.
16. **LEGAL PROCEEDINGS AND INTEREST** - The parties agree that the costs of any legal proceedings brought by Seller against any Buyer for nonpayment of invoices, including filing fees, court costs and attorney fees, shall be the responsibility of the Buyer. Seller will not waive or relinquish the right to file or maintain a mechanic's lien or claim against the buildings or grounds at which the material purchased are to be supplied or delivered.
17. **COMPLIANCE WITH LAWS** - The Seller intends to comply with all laws applicable to its performance under this Order.
18. **APPLICABLE LAW AND DISPUTE RESOLUTION** - This Order is governed by the laws of the Commonwealth of Pennsylvania, without consideration of choice of law analysis. At Seller's election, and in its sole discretion, any controversy or claim arising out of or relating to the sale of the subject goods or the performance or breach of this Order shall be submitted to final and binding arbitration in accordance with the then current Construction Industry Rules of the American Arbitration Association. In the event Seller elects arbitration of a claim or dispute, judgment shall be entered on any award entered thereon. The arbitration provisions contained herein shall survive the termination or expiration of an order or performance or breach thereof. If Seller does not select arbitration, all disputes shall be submitted to court process. Buyer agrees to waive its right to a trial by jury in any court proceeding. At Seller's election and sole discretion, the venue for any dispute resolution proceeding, whether arbitration or court litigation is elected by Seller, shall be Philadelphia, PA.
19. **NON-WAIVER BY SELLER** - Waiver by the Seller a breach of any of the terms and conditions of any contract resulting from an order shall not be construed as a waiver of any other breach.
20. **ACCEPTANCE OF PURCHASE ORDERS** - ANY PURCHASE ORDER PURSUANT TO ANY QUOTATION OR PROPOSAL SHALL NOT RESULT IN A CONTRACT UNTIL IT IS ACCEPTED AND ACKNOWLEDGED BY THE SELLER'S OFFICE AT PHILADELPHIA, PENNSYLVANIA.
21. **AUTHORITY TO ENTER INTO PURCHASE ORDER –** Seller and Buyer each represent and warrant that it is authorized to enter into this Order and that in so doing it is not in violation of the terms or conditions of any contract or other agreement to which it may be a party.
22. **CONSTRUCTION AND INTERPRETATION –** If any portion of these Terms and Conditions is held by an arbitrator or court of competent jurisdiction to be invalid for any reason, the remainder of these Terms and Conditions shall not be deemed invalid but shall remain in full force and effect. No course of dealing, usage of trade or course of performance shall supplement, explain or amend any term, condition or instruction of these Terms and Conditions.
23. **ASSIGNMENT** - This Order shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and designees; provided, however, that Buyer shall not have the right to transfer, assign or delegate its rights or obligations under this Order or any portion thereof without the prior written consent of an authorized representative of Seller.
24. **CHANGES -** No changes or modifications can be made to this Order without Seller's prior written consent. Approved changes will "identify, if applicable," any added/revised cost and delivery considerations. Buyer may not cancel an existing Order due to Seller's refusal to accept a change requested by Buyer.
25. **INDEMNITY** - Buyer holds Seller harmless from any and all damages that arise out of this Order to the extent caused by Buyer or any entity within the control of Buyer, including, but not limited to, damages incurred as a result of Seller's adherence to Buyer's and/or its customer's specifications and/or standards.