

TERMS & CONDITIONS OF SALE

ACCEPTANCE

Orders, whether verbal or written, are subject to acceptance by Matco-Norca, Inc. Hereinafter referred to as the seller at its Brewster, N.Y. office. No terms or conditions of buyers order contrary to seller's terms and conditions shall be binding upon seller unless specifically agreed upon by seller in writing. Seller's acceptance of orders shall occur by written acknowledgement or tender of delivery of goods and or services the subject hereof (goods), which ever occurs first.

PRICES AND SALES POLICY

Until written confirmation of this contract has been received by buyer, all prices are subject to change without prior notice. We reserve the right to adjust orders to standard package quantities unless otherwise stated on buyers purchase order. We reserve the right to make product improvement without notice. If seller determines buyer's credit is unsatisfactory or there is reasonable doubt concerning buyer's ability to pay, payment in advance may be required or buyer shall provide security for such payment in an amount and form acceptable to seller. Unless otherwise specified by seller, terms are 2% 10 days/net 30 days.

Cash discounts apply to the value of goods at the net invoiced value before transportation charges, taxes and additional duties. Unearned cash discounts will be charged back as an unpaid balance to the buyers account. Any past due amount is subject to a finance charge of 1-1/2% per month (18% per year) on the total past due balance in accordance with the Truth-in-lending Act in Title 1 of the Federal Consumer Protection Act effective July 1,1969.

TAXES

All prices are exclusive of taxes and excises. Sales, use and other taxes, by whomsoever levied, are to be paid by the buyer and unless invoiced, are to be paid by buyer direct to the appropriate governmental agency. Buyers are required to furnish seller with a copy of their tax exemption of resale certificate, otherwise applicable state sales taxes will be charged.

DELIVERY AND SHIPMENT OF MATERIALS

All goods are sold F.O.B. sellers warehouse. Delivery of material to a common carrier shall constitute delivery thereof to buyer and risk of loss shall pass to buyer at such time. Claims for damage to or loss of material in transit shall be filed by buyer direct with carrier. Buyer assumes all risks and liability for the results obtained by the use of material delivered hereunder. No claim of any kind, whether as to material delivered or for nondelivery or late delivery of material and whether based on negligence or otherwise, shall be greater in amount than the purchase price of the material in respect to which such claim is made. In no event shall seller be liable for indirect or consequential damages or for anticipated profits or loss of use of equipment.

RETURNS AND CANCELLATIONS

Permission in writing and return authorization must be obtained from seller before any goods are returned. All returns must be prepaid, no collect shipments will be accepted. All returns made for reasons other than defects are subject to a restocking charge. Discontinued goods are not returnable.

Cancellation of orders may be made only with the sellers written consent and shall be subject to cancellation charges.

GOVERNING LAW

The entering into, construction, interpretation, performance and discharge of the terms set forth herewith shall be governed in accordance with the laws of the State of New York.

LIMITED ONE YEAR WARRANTY

Seller warrants the material to be free of defects in material and workmanship, under normal use, proper maintenance and proper operation, for a period of one year from date of delivery to a common carrier for shipment to buyer or his designated agent. The obligation of the seller is limited to (1) repair of the material, or (2) replacement of any component or components proven defective in material or workmanship, or(3) refund of the purchase price. Seller shall have no liability for the cost of removal or reinstallation with respect to any replaced or repaired product. The election of said remedies shall be determined by seller in its sole discretion and shall be considered final disposition.

All implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed and excluded. This warranty is in lieu of all other warranties, guarantees, agreements and similar obligations or seller, in no event shall seller be liable for consequential or incidental damages.

CLAIMS

No later than ten (10) days from receipt of material buyer will report, in writing, all claims for any damage, defects or shortages. All claims, including for alleged damaged or defective material, shortage negligence or any other cause whatsoever "(defective performance)", shall deemed waived unless made in writing within the ten (10) day period. However, any defective performance not discoverable within said ten (10) day period (including that discoverable only in processing or in further manufacturing) shall be deemed waived unless made in writing and received by seller in writing within ninety (90) days after receipt or within ten (10) days after buyer learns of the alleged defect, whichever occurs first. Seller's liability shall in no event exceed the purchase price of the material in respect to which the claim is made, or at the election of seller at its sole discretion, and to repair or replacement of such material. Seller shall not be liable for, and buyer assumes all responsibility for, all personal injury and property damage resulting from handling, possession, use or resale of the material by buyer. In no event shall seller be liable for incidental or consequential damages, whether buyer's claim is in contract, negligence, or otherwise. If claim is made, buyer shall permit seller at seller's option to reinspect the material at buyer's plant or if seller so directs, buyer shall return the material at buyer's expense to seller's facility for reinspection. No material may be returned to seller without prior written permission from seller.

FORCE MAJEURE

Anything in this agreement to the contrary notwithstanding, it is expressly agreed that seller shall not be liable for any damages resulting from, and buyer shall not have the right to cancel this order because of any delays caused in whole or in part by fires, floods, windstorms, tornadoes, wars, riots, insurrections, strikes, lockouts sit-downs, slow-downs, or other labor trouble, causing cessation or interruption of operation or by accident, material shortages, labor or fuel shortages, or inability to procure labor or materials, either on the part of the seller, or because any plant, plants or any portion thereof belonging to seller have been commandeered by the legally constituted public authority, or because of any priorities or preferences established for the manufacture, assembly or allotment of materials by order, decree, or to otherwise of the United States, or by any department, bureau, commission, committee, agent or administrator of any legally constituted public authority in any plant of seller, or any of its suppliers, or resulting from any other cause beyond the control of seller.