



Part I. **GENERAL TERMS AND CONDITIONS**

This order is accepted subject to the following conditions:

1. All prices quoted are firm for 90 days F.O.B. Watertown, CT.
2. All invoices will be paid by Buyer within thirty days after receipt and acceptance of goods.
3. Title to and risk of loss on all items shipped shall pass to the Buyer at F.O.B. Watertown, Connecticut unless otherwise expressly provided herein.
4. Seller warrants all items covered by this purchase order to be free from defects in workmanship and materials, to conform strictly to applicable specifications, drawings and approved samples, if any, only while the goods or parts are under the ownership and control of the original buyer. Seller's liability under this paragraph shall cease upon acceptance of the goods by the Buyer.
5. There are no implied warranties of merchantability or fitness for a particular use. These warranties are specifically and expressly disclaimed and excluded.
6. The Seller's liability shall be limited solely to the cost of manufacture of the parts, articles or items manufactured by the Seller and said liability shall cease upon acceptance. In no event shall the Seller be liable for incidental or consequential damages which may result from a breach of warranty described in 4. above.
7. The Buyer agrees to pay for all tool and design charges, if any, made necessary by any changes in design or specifications mutually agreed upon.
8. The Buyer covenants and agrees to hold the Seller harmless from any loss, damage or liability resulting from infringements of patents or trademarks.
9. All tools manufactured or built for the manufacture of parts or other articles which are the subject of this Purchase Order shall remain in the possession of the Seller, but shall be used exclusively for the production of parts or articles of the Buyer who has paid for the tools. Title to the said tools shall pass to the Buyer upon payment therefore.
10. Any sales or use tax, revenue, excise or other tax imposed after the date of acceptance of the Purchase Order which may be applicable to the subject of the Purchase Order will be invoiced to the Buyer as a separate item.
11. Seller covenants and agrees to maintain all tools owned by the Buyer on Seller's premises in condition to furnish parts as per original specifications, except Seller's liability in this regard shall not extend for more than two (2) years beyond completion of the most recent production order.
12. All claims must be made within 90 days of shipment.



Part II. **DISCLAIMER OF CUSTOMER WEBSITE TERMS & CONDITIONS**

Please note that all sales are strictly in accordance with our published standard terms and conditions.

All sales solely in conformance with our published standard terms & conditions.

No others apply.

**ALL CLAIMS MUST BE MADE WITHIN 90 DAYS OF SHIPMENT.**

Regarding Website Orders & Information:

Please note that: We (Seller) acknowledge receipt from you (Buyer) of the order as identified above. This order is subject to the express terms and conditions as published in Section I of this Website advisory, notwithstanding any terms and conditions included in the Buyer's Internet Purchase Order. Our acceptance of Buyer's Internet Purchase Order is limited to the specific goods ordered, shipment date, pricing and similar content, and was, in no way intended as acceptance of any terms and conditions (i) which are materially different from, or (ii) would vary in any material way Seller's Terms and Conditions, all of which are hereby objected to and rejected by Seller even if acknowledged or accepted on Buyer's Internet Purchase Order referenced above. This acknowledgement, however, shall not operate as a rejection of Buyer's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods. Similarly, if Buyer's Purchase Order was given in response to Seller's quotation, this acknowledgment is pursuant to the express terms and conditions of such quotation, reproduced with the possible exception of modifications as to quantity, price or delivery schedule, if any, in the above order entry.