



GENERAL TERMS AND CONDITIONS

Part I.

1. Exclusive of raw material cost variation, all prices quoted are firm for 90 days F.O.B. Watertown, CT.
2. All invoices will be paid by Buyer in U.S. Dollars within thirty days after receipt and acceptance of goods, net cash. In the absence of any agreement to the contrary, US Dollars are deemed to be the contract currency.
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. In the case of deliveries abroad, products shall be shipped duty and tax unpaid.
4. Seller warrants all items covered by this purchase order/quotation 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. Products may be returned to T&M only with the prior written consent of T&M.
5. T&M is not design responsible for the components manufactured.
6. There are no implied warranties of merchantability or fitness for a particular use. These warranties are specifically and expressly disclaimed and excluded.
7. The Seller's liability shall be limited solely to the cost of the parts, articles or items manufactured by the Seller and said liability shall cease upon Buyer's acceptance. In no event shall the Seller be liable to buyer with respect to any sales of product whether under theories of contract, tort, indemnity, product liability, strict liability or otherwise, for any lost profits or special, consequential, incidental, punitive, or exemplary damages regardless of any customer documents or electronic assignment of liability.
8. 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.
9. The Buyer covenants and agrees to hold the Seller harmless from any loss, damage or liability resulting from infringements of patents or trademarks.
10. All tools manufactured or built for the manufacture of parts or other articles which are the subject of this Purchase Order/Quotation 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 be passed to the Buyer upon payment, therefore.
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.

13. Any terms other than stated above are of no consequence unless formally documented and agreed to in writing by authorized officers of seller and buyer.
14. Cancellation of Orders
Orders may not be cancelled without the written consent of T&M. In the event of permitted order cancellations, the customer shall be responsible for and shall reimburse T&M for all of its costs incurred with respect to work performed on the cancelled order, including, without limitation, the cost of raw materials, semi-finished and finished goods, tools and production equipment specific to the order and uncovered development costs.
15. Delivery times / delivery dates are only binding if they are explicitly confirmed in writing. No claims for compensation on grounds of late delivery will be accepted if the cause of late delivery is beyond T&M's control. Rushed premium transport caused by customer forecast changes or inadequate lead-time will be at the Buyer's expense.
16. T&M reserves the right to suspend shipments or alter the terms of the agreement with the customer if the customer defaults on payment, or circumstances indicating a deterioration in the customer's financial position becomes known.
17. Confidentiality
All drawings, sketches, explanations, and samples provided by T&M are confidential information which may not be made accessible to unauthorized third parties without prior written consent from T&M.
18. Place of Performance
Unless otherwise agreed, the place of performance for the payments is 57 Callender Road, Watertown, CT 06795.
19. Jurisdiction / Applicable Law
These terms and conditions and the agreement between T&M and the customer shall in all respects be governed by, and the parties' respective rights and obligations enforced under, the laws of the State of Connecticut, without reference to its choice of law provisions. All actions, suits or proceedings arising out of or based upon these Terms and Conditions and the purchase of products by the customer from T&M shall be brought and maintained exclusively in the Waterbury Judicial District of Connecticut and the federal district court in New Haven, Connecticut.
20. Force Majeure
T&M shall not be responsible nor liable to Buyer for any failure to perform its obligations to Buyer as a result of any strikes, work stoppages or labor unrest, earthquakes, fires, floods, storms or other natural disasters, shortages of materials or supplies or availability of goods or inventory, acts of war, terrorism, crimes, unrest or violence, shipping or other transportation delays, acts, laws, rules or regulations of any governmental or legal authority, or any other cause or circumstance beyond T&M's reasonable control.
21. Right of Access
Seller agrees to allow Buyer to visit T&M's facility for audit purposes and to verify T&M's conformance to Buyer's technical requirements. Reasonable advance notice (minimum 24 hours), in writing, shall be provided to T&M prior to any such visits.

Part II. DISCLAIMER OF CUSTOMER WEBSITE TERMS & CONDITIONS

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