

## CONDITIONS OF SALE

1. **Samuel Terms Govern.** These terms and conditions (**Terms**) shall govern the purchase and sale of goods (**Goods**) from **Metal Spinners, A Division of Samuel, Son & Co. (USA) Inc. (Samuel)** and the buyer (**Buyer**) and constitutes the entire agreement (**Agreement**) in which respect of the Goods. Samuel objects to any terms proposed in Buyer's proposal, sales note, purchase order or any other acknowledgement which add to, vary from, or conflict with these Terms. Any such proposed terms shall be null and void.
2. **Force Majeure.** Samuel shall not be liable for delays in performance or for non-performance due to any act, omissions, cause or circumstances beyond Samuel's control including but not limited to: failure or interruption of computer or telecommunication systems, Acts of God, interference by civil or military authorities, natural disasters, extreme adverse weather conditions, war, terrorism, riots, fire, embargoes, strikes, lock-outs, delay in transportation, and shortage of energy sources, labor or materials.
3. **Limited Warranty.** Subject to the limitations set out in Section 4, Samuel warrants that the Goods will be free from defects in materials or workmanship under normal use and care for a period of one (1) year after shipment by Samuel. All Goods supplied under this Agreement shall meet the specification set forth in the quotation prepared by Samuel. Buyer's sole remedy under this warranty shall be limited to the repair or replacement of any part or parts which give rise to the warranty claim and which are returned to Samuel, shipping costs prepaid, during the warranty period. Buyer must obtain Samuel's written authorization prior to returning any such part or parts to Samuel. **THE EXPRESS WARRANTIES THAT ARE SET FORTH IN THIS AGREEMENT ARE THE ONLY WARRANTIES MADE BY EITHER PARTY, AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED. SPECIFICALLY, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SAMUEL EXPRESSLY DISCLAIMS ALL ORAL WARRANTIES. SAMUEL SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DOES NOT WARRANT THE ACCURACY OR SUFFICIENCY OF ANY ADVICE OR RECOMMENDATIONS GIVEN TO BUYER IN CONNECTION WITH THE SALE OF GOODS HEREUNDER.**
4. **Limitation of Remedy and Liability.** Samuel shall not be liable for damages caused by delay in performance. The remedies of Buyer set out in these Terms are exclusive. In no event shall Samuel's liability to Buyer and/or its customers exceed the price to Buyer of the specific goods manufactured giving rise to the claim or cause of action. Buyer agrees that in no event shall Samuel's liability to Buyer and/or its customers extend to include incidental, consequential or punitive damages. "Consequential damages" include but are not limited to loss of anticipated profits or revenue or use and costs incurred including without limitation for capital, fuel and power and claims of Buyer's customers or end users.
5. **Taxes.** Any tax or governmental charges payable by Samuel because of the manufacture, sale or delivery of the Goods shall be the Buyer's responsibility. The foregoing shall not apply to taxes based upon Samuel's income.
6. **Terms of Payment.** Subject to the approval of Samuel's Credit Department and any advance or milestone payments required by Samuel's Credit Departments, terms are F.O.B. shipping point, net 30 days from date of Samuel's invoice in US currency. Freight charges are not paid shipping and handling charges and Buyer shall pay all such charges. If any payment owed to Samuel hereunder is not paid when due, it shall bear interest, at a rate of 1.5% per month from the date on which it is due until it is received. Samuel shall have the right, among other remedies, either to terminate this Agreement or to suspend performance or further deliveries in the event that Buyer fails to make payment when due. Buyer shall be liable for all expenses incurred in connection with the collection of past due amounts, including attorneys' fees.
7. **Buyer Supplied Data.** To the extent that Samuel has relied upon any data or information supplied by Buyer to Samuel (Data) in the selection or design of the Goods and the preparation of Samuel's quotation and the Data is inadequate or inaccurate, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.
8. **Price.** Subject to Section 9, the prices indicated in Samuel's quotation are subject to change without prior notice at any time between our acceptance of an Accepted Order and the date delivery is completed by Samuel for any Product Samuel allocates to fulfill an Accepted Order.
9. **Changes/Cancellation Charges.** Prices may be subject to change if Buyer requests any changes to drawings, specifications, materials, quality requirements, time or method of delivery or shipment, packaging, testing, quantity and related items. Buyer acknowledges and agrees that Samuel must allocate a portion of its limited production capacity to the performance of this Agreement and that Samuel will suffer certain financial losses if Buyer cancels or fails to purchase the Goods ordered by the Buyer. Buyer acknowledges that it shall be liable for any costs incurred by Samuel (plus an additional 20% mark-up) in connection with the cancellation or changes to the Buyer's order.
10. **Incomplete Accepted Order.** Any portion of an Accepted Order which is not filled and shipped as a result of a lack of inventory or due to force majeure as described below, will nevertheless be retained as an Accepted Order and delivered as soon as possible; however, if Samuel notifies Customer that such portion cannot be delivered at a later date, the Accepted Order for that portion will be cancelled and Samuel will not incur any liability whatsoever to Customer as a result thereof.
11. **Export/Import.** Buyer shall comply with all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the jurisdictions in which Buyer and Samuel are established or from which items may be supplied.
12. **EAR Compliance:** If Product(s) are exported by Samuel, Samuel will provide the following statement: "These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited."
13. **General Provisions.** Buyer shall not assign its rights or obligations under this Agreement without Samuel's prior written consent. There are no understandings, agreement or representations, express or implied, not specified in the Agreement. Any modification of these Terms must be set out in a written instrument signed by a duly authorized representative of Samuel. This Agreement is governed by and shall be construed in accordance with the laws of the State of Wisconsin. Buyer and Samuel agree that the proper venue for all actions arising under this Agreement shall be in Wisconsin. The 1980 United Nations Convention on the Contracts for the International Sale of Goods does not apply to this Agreement. If any provision of this Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement.