



## **TERMS AND CONDITIONS OF SALE**

1. Unless included in price, a separate charge may be made sufficient to compensate for any tax, excise, duty or levy now or hereafter enacted or imposed by any Governmental authority which we may be required to pay or collect on the manufacture, sale, delivery and use of any item delivered pursuant to an order.
2. Products manufactured by us are warranted to be free from defects in workmanship and materials, but are not guaranteed of any specific length of time or measure of service.
3. It is extremely difficult to manufacture the exact quantity ordered, therefore it is agreed that a shortage or excess in count varying not more than ten percent from the quantity ordered will be accepted.
4. On all orders to be delivered within a specified time, it is agreed that any part of goods remaining on hand on date specified for delivery shall be shipped and billed without further notice.
5. Orders accepted by seller are not subject to cancellation nor the work subject to delay by buyer except with written consent of and on terms satisfactory to seller. Verbal alterations or modifications discussed between buyer and seller's representatives, either now or hereafter, shall not be binding on seller. Upon default in payment of any part of buyer's indebtedness to seller, the entire sum shall then become immediately due and payable.
6. Daily interest, commensurate with the prevailing prime rate, is to be collected if account is carried past the due date. Open orders may be held up or cancelled by the seller if the buyer's responsibility becomes questionable at any time. Work thereon shall be continued only upon satisfactory assurances being given as to buyer's responsibility.
7. It is not the intention of the seller to manufacture any product, which may be construed as infringement of a patented article. If any infringement exists or if it appears that infringement might develop, the seller reserves the right to withdraw the quotation. In any event, buyer hereby agrees to fully protect seller against damages through litigation pertaining to products especially made to buyer's specifications.
8. The failure upon our part to insist upon a strict performance of any of the terms and conditions herein shall not be deemed to be a waiver of such terms of conditions or of any rights or remedies which we may have in demanding strict performance of all the terms and conditions therein contained.