

## MPF Products Inc., Terms and Conditions

MPF Products Inc., Terms and Conditions Sales by MPF Products, Inc. ("Seller") to the purchaser described on the face hereof ("Buyer") of the products described herein shall be governed by the terms and conditions contained in any written contract currently in effect between Buyer and Seller covering such sale. If there is no such contract, then Seller hereby offers to sell such products to Buyer only upon the terms set forth herein. Unless otherwise specified herein, Seller's standard prices in effect at the time of shipment will govern the sale of the products described herein. Terms of payment on any approved order are net thirty (30) days (standard) from the date of invoice unless otherwise specifically stated. All shipments, unless specifically provided, shall be f.o.b. place of manufacture or warehouse location indicated hereon. The price includes cost of packaging for domestic shipment, unless otherwise stated. An additional charge will be made for special domestic or export packing if this involves greater expense. Shipments will be insured at the expense of the Buyer unless Buyer specifically requests that shipments not be insured. Seller does not warrant against shipping damage. If the Buyer orders goods that require Seller to specially order materials outside of Seller's regular forecasted requirements and Buyer cancels the order prior to delivering payment to Seller for the order, and Seller cannot (i) return the specially ordered materials to the supplier of same or (ii), after using reasonable efforts, use the specially ordered materials in the manufacture of goods for other customers within [60 days] from delivery of the specially ordered materials, then Buyer shall pay to Seller the cost of the unused specially ordered materials plus a handling charge [to be determined in the sole discretion of the Seller]. Seller reserves the right among other remedies either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered. In addition to the purchase price, Buyer shall pay the Seller the amount of all taxes, excises or other charges (except taxes on or measured by net income) that Seller may be required to pay to any Government (national, state or local) with respect to the production, sale or transportation of any product delivered there under, except where the law otherwise provides. Sixty (60) days written notification must be given to make any changes to delivery schedule. (a) Seller warrants that products delivered hereunder will conform to the description on the face of this document and meet any specifications set forth or incorporated by reference herein and will be adequately contained, packaged and labeled and conform to any promises and affirmations of fact made on the container and label. Seller further warrants any such product against defects in workmanship or materials which develop or become evident after shipment of the product by Seller and within the period stated on the order acknowledgment or contract, provided that Seller's responsibility under this warranty shall be limited to the repair or if Seller so elects the replacement of the defective product or component thereof and that said warranty is subject to the following exceptions and conditions: If an item is found to be defective, the buyer shall notify the seller within 45 days of receipt of the product. The seller will then issue an RMA (Return Material Authorization) number to facilitate the return. The item(s) should then be shipped transportation charges prepaid by Buyer and will be returned to Buyer transportation prepaid unless found to be defective in which case Seller will pay all transportation charges between Buyer and the point of original purchase. Defective Parts returned after 45 days will not be accepted without prior approval. If Seller is unable, at Seller's sole discretion, to repair or replace any product as provided, Buyer will be entitled to a credit of the purchase price of the product from Seller. Seller's warranty will not apply to items which have been modified or repaired without Seller's written consent by persons other than Seller's authorized service personnel. (a) Seller does not warrant: items which have been damaged due to negligence or misuse; Shipping damage, including but not limited to shipping damage as a result of inadequate packaging by Buyer; Buyer should use the original packing materials whenever possible to return any product to Seller. There are no warranties

provided by the seller other than those specified in these terms. Without limiting the generality of the foregoing, Buyer assumes all risk and liability for the results obtained by the use of any products delivered hereunder in combination with other articles or material or in the practice of any process. No claim of any kind with respect to any product specified herein, whether as to product delivered or for non-delivery of product and whether or not based on negligence, shall be greater in amount than the purchase price of the product in respect of which such claim is made. In no event shall either party be liable for special indirect or consequential damages whether or not caused by or resulting from the negligence of such party. It is expressly understood that any technical advice, drawings and or proprietary information furnished by Seller with reference to the use of its products is given gratis and Seller assumes no obligation of liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk. Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid (including but not limited to priorities, requisitions, allocations and price adjustment restrictions), inability to obtain power, raw materials, equipment or transportation and any other similar or different contingency. The party whose performance is prevented by any such contingency, shall have the right to omit, during the period of such contingency, all or any portion of the quantity deliverable during such period where upon the total quantity deliverable hereunder shall be reduced by the quantity so omitted if, due to any such contingency, Seller is unable to supply the total demands for any products specified herein. Seller shall have the right to allocate its available supply among its customers and its departments and division in such manner as Seller shall deem to be fair and equitable. In no event shall Seller be obligated to purchase material from other than its regular sources of supply in order to enable it to supply products to Buyer hereunder. The validity, interpretation and performance of the terms hereof with respect to any product delivered (or to be delivered) hereunder shall be governed by the law of the State of South Carolina. Any dispute or controversy arising out of or relating to this transaction shall be settled and determined by arbitration before the American Arbitration Association pursuant to its rules then obtaining in the State of South Carolina. The decision of the Arbitrators shall be final, binding and conclusive on all parties hereto. The decision or award of the Arbitrators may be entered as a judgment in any court of competent jurisdiction. No modification or waiver of the terms here of shall be binding upon Seller unless approved in writing by one of Seller's Officers, or shall be affected by acknowledgment or acceptance of purchase order forms containing other or different terms whether or not signed by an authorized representative of Seller. While MPF Products, Inc. and the personnel thereof will handle customer supplied material with every precaution, MPF Products, Inc. is not liable to replace or refund customer supplied parts and or materials damaged while under the care of MPF Products, Inc. personnel. It is the customer's responsibility to purchase or request the purchasing of shipping insurance on their behalf at the onset of the purchase order.