ACCEPTANCE: Seller's acknowledgment of Buyer's order or commencement of any performance pursuant to such order shall constitute Buyer's acceptance of Seller's terms and conditions. The prices set forth in this document reflect Buyer's acknowledgment of the availability of seller and procurement of all required documents. Bids are not accepted from any other representative of Seller. Failure to specifically object to any of all terms and conditions suggested by Buyer shall not be deemed an acceptance of terms and conditions herein. Buyers of the ORDER are those specified herein or written in this document. Buyer, upon acknowledgment of Seller's quotation, or upon Seller's commencement of performance pursuant to Buyer's order, shall be deemed to have been advised and accepted the terms and conditions set forth in this document. The TERMS AND CONDITIONS IN THIS DOCUMENT SUPERSEDE ALL PRIOR ORAL OR WRITTEN QUOTATIONS OR OFFERS TO SELL OR COMMUNICATION BETWEEN THE BUYER AND SELLER RELATED TO THE PRODUCTS AND SERVICES IDENTIFIED HEREIN.

QUANTITIES: Unless Seller otherwise specifically agrees in writing, Seller reserves the right to over or under fill any quantity of products sold hereunder, unless otherwise specified.

PRICES: Unless Seller's Quotation states otherwise, prices are subject to change without notice at any time until Buyer acknowledges acceptance of Seller's terms and conditions in this document or Seller commences performance hereunder. If applicable, material delivered on consignment ("M/D") Seller's shipping basis. Unless otherwise agrees in writing, do not include any costs for transportation, special handling or packaging, additional quality assurance testing, inspection or certification or duties or taxes of any kind due to local, state, or federal law. Seller, Municipal codes, sales or use taxes, letter of credit fees and export or import duties upon the sale, production, distribution, or delivery of such products, unless otherwise agreed in writing, are the responsibility of Buyer. Buyer shall pay when due such taxes, fees, costs, duties and expenses. Buyer reserves the right to revise its Quotation at any time, including after commencement or performance hereunder to include any and all taxes, fees, costs or duties that are payable by Buyer hereunder and reserves the right to invoke Buyer such additional amounts. This clause shall supersede and control all acceptance and complete performance of Buyer's order.

PAYMENT: All products and services will be invoiced at time of shipment according to the following schedule.

a) Unless otherwise specified herein, terms of payment are NET 30 days from the date of shipping of the products or performance of services.

b) Late payment charges of 2% per month or the maximum contractual rate permitted by law, whichever is less, on any overdue accounts, whether paid in part or due in full, plus all applicable inventory, carrying and storage charges.

c) Prorata payments are due from Buyer as shipments are made by Seller. If shipments are delayed due to causes not under Buyer's control, such delay is accepted and Buyer shall be invoiced for storage charges for any such delay. Payments and associated charges shall become due from the date Seller is prepared to make shipment.

d) In the event Buyer has overdue invoices, Seller reserves the right to cancel any order without obligation to Buyer. Failure to deliver goods of any kind during such time as delinquent invoices are paid with full appropriate late payment charges. In the event Seller deems it appropriate to refer Buyer's overdue invoices to outside parties, Buyer shall pay Seller's collection costs, including without limitation court costs and reasonable attorney's fees. Notwithstanding any provision of this Agreement, Seller reserves the right to require full payment for all products and services supplied by Seller prior to the continuation of any order. Seller reserves the right to cancel the Agreement and retain all sums paid under it if Buyer fails to pay for products supplied when due.

e) All sums owed Seller hereunder shall be due and payable under the terms hereof. Buyer shall not set off any claim, counter claim, or other remedy against others or against other suppliers, whether paid in part or due in full, plus all applicable inventory, carrying and storage charges.

f) Nothing herein shall waive any other rights and remedies permitted by law or equity of Seller or its parent company, or its divisions, subsidiaries or affiliates.

INSOLVENCY: Seller may cancel the whole or any part of an order in the event of the suspension of Buyer's business, insolvency of Buyer, the institution, or Buyer or others of bankruptcy, reorganization, arrangement of liquidation proceedings involving or affecting Buyer, or any assignment for the benefit of creditors of Buyer or receivership that Buyer places itself in or may be placed in. Such cancellation shall be deemed a cancellation for default of Buyer.

AUDITS: Buyer shall not have the right to audit or examine Seller's financial records pertaining to the products sold hereunder.

DELIVERY: Unless otherwise specified herein, delivery shall be made within normal lead times applicable to the product or products, or as otherwise agreed between Seller and Buyer. Seller shall be entitled to a common carrier for shipment of goods to Buyer or to Buyer's designated carrier for delivery. Title and risk of loss shall pass to Buyer at the time and place of delivery. Premium mode of shipment will not be used unless specifically directed in writing by Buyer and is then only at Buyer's expense.

MATERIAL SHORTAGES AND ALLOCATIONS: In the event Seller is unable to obtain in a timely manner material subject to allocation for Buyer's order or other orders on hand, Seller reserves the right to equally allocate the entire quantity ordered by Buyer, which arise out of a different transaction with Seller, its parent company, or its divisions, subsidiaries or affiliates.

f) Nothing herein shall waive any other rights and remedies permitted by law or equity of Seller or its parent company, or its divisions, subsidiaries or affiliates.

INSOLVENCY: Seller may cancel the whole or any part of an order in the event of the suspension of Buyer's business, insolvency of Buyer, the institution, or Buyer or others of bankruptcy, reorganization, arrangement of liquidation proceedings involving or affecting Buyer, or any assignment for the benefit of creditors of Buyer or receivership that Buyer places itself in or may be placed in. Such cancellation shall be deemed a cancellation for default of Buyer.

AUDITS: Buyer shall not have the right to audit or examine Seller's financial records pertaining to the products sold hereunder.

DELIVERY: Unless otherwise specified herein, delivery shall be made within normal lead times applicable to the product or products, or as otherwise agreed between Seller and Buyer. Seller shall be entitled to a common carrier for shipment of goods to Buyer or to Buyer's designated carrier for delivery. Title and risk of loss shall pass to Buyer at the time and place of delivery. Premium mode of shipment will not be used unless specifically directed in writing by Buyer and is then only at Buyer's expense.

MATERIAL SHORTAGES AND ALLOCATIONS: In the event Seller is unable to obtain in a timely manner material subject to allocation for Buyer's order or other orders on hand, Seller reserves the right to equally allocate the entire quantity ordered by Buyer, which arise out of a different transaction with Seller, its parent company, or its divisions, subsidiaries or affiliates.

f) Nothing herein shall waive any other rights and remedies permitted by law or equity of Seller or its parent company, or its divisions, subsidiaries or affiliates.

INSOLVENCY: Seller may cancel the whole or any part of an order in the event of the suspension of Buyer's business, insolvency of Buyer, the institution, or Buyer or others of bankruptcy, reorganization, arrangement of liquidation proceedings involving or affecting Buyer, or any assignment for the benefit of creditors of Buyer or receivership that Buyer places itself in or may be placed in. Such cancellation shall be deemed a cancellation for default of Buyer.

AUDITS: Buyer shall not have the right to audit or examine Seller's financial records pertaining to the products sold hereunder.

DELIVERY: Unless otherwise specified herein, delivery shall be made within normal lead times applicable to the product or products, or as otherwise agreed between Seller and Buyer. Seller shall be entitled to a common carrier for shipment of goods to Buyer or to Buyer's designated carrier for delivery. Title and risk of loss shall pass to Buyer at the time and place of delivery. Premium mode of shipment will not be used unless specifically directed in writing by Buyer and is then only at Buyer's expense.

MATERIAL SHORTAGES AND ALLOCATIONS: In the event Seller is unable to obtain in a timely manner material subject to allocation for Buyer's order or other orders on hand, Seller reserves the right to equally allocate the entire quantity ordered by Buyer, which arise out of a different transaction with Seller, its parent company, or its divisions, subsidiaries or affiliates.

f) Nothing herein shall waive any other rights and remedies permitted by law or equity of Seller or its parent company, or its divisions, subsidiaries or affiliates.

INSOLVENCY: Seller may cancel the whole or any part of an order in the event of the suspension of Buyer's business, insolvency of Buyer, the institution, or Buyer or others of bankruptcy, reorganization, arrangement of liquidation proceedings involving or affecting Buyer, or any assignment for the benefit of creditors of Buyer or receivership that Buyer places itself in or may be placed in. Such cancellation shall be deemed a cancellation for default of Buyer.

AUDITS: Buyer shall not have the right to audit or examine Seller's financial records pertaining to the products sold hereunder.

DELIVERY: Unless otherwise specified herein, delivery shall be made within normal lead times applicable to the product or products, or as otherwise agreed between Seller and Buyer. Seller shall be entitled to a common carrier for shipment of goods to Buyer or to Buyer's designated carrier for delivery. Title and risk of loss shall pass to Buyer at the time and place of delivery. Premium mode of shipment will not be used unless specifically directed in writing by Buyer and is then only at Buyer's expense.

MATERIAL SHORTAGES AND ALLOCATIONS: In the event Seller is unable to obtain in a timely manner material subject to allocation for Buyer's order or other orders on hand, Seller reserves the right to equally allocate the entire quantity ordered by Buyer, which arise out of a different transaction with Seller, its parent company, or its divisions, subsidiaries or affiliates.

f) Nothing herein shall waive any other rights and remedies permitted by law or equity of Seller or its parent company, or its divisions, subsidiaries or affiliates.

INSOLVENCY: Seller may cancel the whole or any part of an order in the event of the suspension of Buyer's business, insolvency of Buyer, the institution, or Buyer or others of bankruptcy, reorganization, arrangement of liquidation proceedings involving or affecting Buyer, or any assignment for the benefit of creditors of Buyer or receivership that Buyer places itself in or may be placed in. Such cancellation shall be deemed a cancellation for default of Buyer.

AUDITS: Buyer shall not have the right to audit or examine Seller's financial records pertaining to the products sold hereunder.

DELIVERY: Unless otherwise specified herein, delivery shall be made within normal lead times applicable to the product or products, or as otherwise agreed between Seller and Buyer. Seller shall be entitled to a common carrier for shipment of goods to Buyer or to Buyer's designated carrier for delivery. Title and risk of loss shall pass to Buyer at the time and place of delivery. Premium mode of shipment will not be used unless specifically directed in writing by Buyer and is then only at Buyer's expense.

MATERIAL SHORTAGES AND ALLOCATIONS: In the event Seller is unable to obtain in a timely manner material subject to allocation for Buyer's order or other orders on hand, Seller reserves the right to equally allocate the entire quantity ordered by Buyer, which arise out of a different transaction with Seller, its parent company, or its divisions, subsidiaries or affiliates.

f) Nothing herein shall waive any other rights and remedies permitted by law or equity of Seller or its parent company, or its divisions, subsidiaries or affiliates.

INSOLVENCY: Seller may cancel the whole or any part of an order in the event of the suspension of Buyer's business, insolvency of Buyer, the institution, or Buyer or others of bankruptcy, reorganization, arrangement of liquidation proceedings involving or affecting Buyer, or any assignment for the benefit of creditors of Buyer or receivership that Buyer places itself in or may be placed in. Such cancellation shall be deemed a cancellation for default of Buyer.

AUDITS: Buyer shall not have the right to audit or examine Seller's financial records pertaining to the products sold hereunder.

DELIVERY: Unless otherwise specified herein, delivery shall be made within normal lead times applicable to the product or products, or as otherwise agreed between Seller and Buyer. Seller shall be entitled to a common carrier for shipment of goods to Buyer or to Buyer's designated carrier for delivery. Title and risk of loss shall pass to Buyer at the time and place of delivery. Premium mode of shipment will not be used unless specifically directed in writing by Buyer and is then only at Buyer's expense.

MATERIAL SHORTAGES AND ALLOCATIONS: In the event Seller is unable to obtain in a timely manner material subject to allocation for Buyer's order or other orders on hand, Seller reserves the right to equally allocate the entire quantity ordered by Buyer, which arise out of a different transaction with Seller, its parent company, or its divisions, subsidiaries or affiliates.

f) Nothing herein shall waive any other rights and remedies permitted by law or equity of Seller or its parent company, or its divisions, subsidiaries or affiliates.

INSOLVENCY: Seller may cancel the whole or any part of an order in the event of the suspension of Buyer's business, insolvency of Buyer, the institution, or Buyer or others of bankruptcy, reorganization, arrangement of liquidation proceedings involving or affecting Buyer, or any assignment for the benefit of creditors of Buyer or receivership that Buyer places itself in or may be placed in. Such cancellation shall be deemed a cancellation for default of Buyer.