

General Conditions

1. ACCEPTANCE OF ORDER

All orders are received subject to Federal regulations and/or Government Properties, and are subject to approval and acceptance at Seller's General Office. Orders submitted by Buyer which contains terms or conditions modifying, adding to, or inconsistent with the terms and conditions herein contained, will be accepted only upon condition that the terms and conditions herein contained shall nevertheless be the sole terms and conditions of the resulting contract of sale. Any terms and conditions different from or in addition to those contained here in are hereby rejected.

2. PRICES

The prices herein named or heretofore quoted or agreed upon are subject to adjustment to the Seller's prices in effect at the time of shipment but shall not be in excess of the maximum prices for the material covered here by lawfully established Governmental authority having control of prices and in effect at the time of shipment.

3. FREIGHT

All goods shall be F.O.B Jamestown, New York

4. DELIVERY PROMISES

All goods quoted upon are subject to prior sale. All delivery promises will be calculated from the date of receipt of the order or of final approval by the customer of any necessary blueprints, sketches, specifications or information required for the identification and production of the material covered by the order. In no event will the Seller be responsible for any loss or damage due to failure to make delivery in accordance with the delivery promised. The Seller shall not be liable for failure in shipment or delivery caused by fires, strikes, differences with employees, casualties, delays in transportation, shortages of cars or other causes beyond the Seller's control.

5. CANCELLATIONS

Orders are not subject to cancellation except upon authorization of the Seller. In the event on any cancellation by Buyer.

A. Any items completed at the time of receipt of written cancellation notice will be shipped and invoiced at the contract price.

B. Work on balance of the order will be stopped as promptly as reasonably possible and Seller shall be reimbursed for all actual expenditures, commitments, liabilities, and costs determined in accordance with good accounting practice made or incurred with respect to such incomplete items plus a reasonable profit for percentage of work completed.

6. STANDARD VARIATIONS

All materials, unless otherwise agreed are to be within the limits of sizes and weights published by Seller and subject to Seller's standard variations.

7. INSPECTION

Inspection and acceptance of products sold to conform to special specifications must be made at the Seller's works and shall be final.

8. PRODUCTION ESTIMATES

Where production figures are specified it is understood that they are estimates only, based on latest information available or on actual tests made on customer's samples.

9. SHORTAGES, RECLAMATIONS, ETC.

The quantity of material shown by invoice shall in all cases govern settlement, unless notice of shortages is given to the transportation company and the Seller within ten (10) days after receipt of material. Claims for other errors, deficiencies or imperfections will not be entertained by the Seller unless made within thirty (30) days after

receipt of materials.

10. TOOLS AND DIES

If prices are quoted on tools and dies for use in Seller's own machines in connection with other equipment Seller already has, it is understood that inasmuch as the price is only part of our cost, this price is not a sale price but is quoted with the understanding that the tools or dies are to be Seller's property. Such tools and dies to be preserved by the Seller for two (2) years, the purchaser, will be notified before disposal of same. If such tools or dies are obtained specifically for fulfilling Buyer's orders, Seller reserves the right to bill all unamortized costs of such tools or dies to Buyer.

11. PATTERNS

If prices for patterns or fixtures are incorporated in the price of the product, such patterns or fixtures remain the Seller's property. If prices are quoted separately on patterns or fixtures, they become the Buyer's property subject to recall at any time and shall be maintained in good condition, ordinary wear and tear excepted. When patterns or fixtures are furnished by the Buyer, they shall be delivered F.O.B. Seller's plant, in condition for immediate production. Expense of alterations, repairs, gating or mounting incidental to placing patterns in condition for use, shall be charged to the Buyer. When skeleton patterns, coreboxes, sweeps, conjunction patterns or other than regulation equipment is furnished, an extra charge will be made. The Seller is responsible for loss or damage to pattern equipment only when due to careless handling or negligence on the part of the Seller, but not on account of fire or other causes beyond the Seller's control.

12. We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14, thereof.

13. No payment by buyer or receipt by Seller of a lesser amount than is then due and owing shall be deemed to be other than on account of the earliest dated invoices except that in the event of the bankruptcy of the Buyer, all payment received by Seller within 90 days of the date thereof shall be deemed payment for goods delivered to Buyer within such 90-day period, nor shall any endorsement or statement accompanying any check, money order or other form of remittance by Buyer be deemed an accord and satisfaction without Seller's express written consent and Seller or Seller's agent may accept such check, money order or remittance as partial payment without prejudice to Seller's right to recover the balance of such invoice amounts or pursue any other remedy provided by law or equity.

14. GOVERNING LAW

This acknowledgement and any resulting agreement between the parties shall be governed by and interpreted and construed in accordance with the laws of the State of New York.

15. WARRANTY AND LIMITATIONS OF LIABILITY

Seller warrants that at the time of shipment all goods sold by it shall be free from defects in workmanship and material under normal use and service, provided, however, that the goods are in possession of the Buyer, that the Buyer give the Seller reasonable written notice of any defects, and that the goods have not been misused beyond their normal capacity or have not been abused in any way. This warranty extends for a period of six (6) months from the date of shipment if the goods are used in a single shift operation, or for three (3) months if the goods are used in a multi-shift operation. Buyer's remedy for such breach shall be the replacement by Seller of any parts, F.O.B Destination without obligation of the Seller for installation of replacement parts. This remedy is expressly agreed by the parties to be Buyer's sole exclusive and remedy. IN NO EVENT SHALL SELLER BE LIABLE FOR LOSS OF USE OR FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGE FOR PERSONAL INJURIES. THE PARTIES EXPRESSLY AGREE THAT THIS DISCLAIMER SHALL REMAIN IN EFFECT IN THE EVENT THAT BUYER'S SOLE AND EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

ALL OTHER WARRANTIES, DIRECT OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE HEREBY EXCLUDED.



C O M P A N Y

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