

GENERAL TERMS AND CONDITIONS

1. **PRICES:** All prices are in U.S. currency unless otherwise stated.
2. **QUANTITIES:** Seller at its option may over or under ship the quantities ordered by ten percent (10%) in either case, in which case the total purchase price shall be adjusted accordingly.
3. **WARRANTY:** Seller warrants that subject to standard variations, if any, all material conforms to contract specifications. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS, TITLE OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE CONTRACT. Seller SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL "OR INCIDENTAL" DAMAGES, LOSS OR EXPENSE ARISING IN CONNECTION WITH THE USE OR INABILITY TO USE ITS GOOD WHATSOEVER. Seller's MAXIMUM LIABILITY SHALL NOT IN ANY CASE EXCEED THE CONTRACT PRICE FOR THE GOODS CLAIMED TO BE DEFECTIVE OR UNSUITABLE.
4. **PARTIAL SHIPMENTS:** Unless otherwise specified, Seller may make partial shipments and each shipment shall be deemed a separate sale.
5. **COST OF INSURANCE AND TRANSPORTATION:** If the contract provides that Seller shall pay insurance and transportation, they shall be at the rates in effect at date of contract; if for any reason the cost of insurance and transportation increases prior to shipment date, such increase shall be for Buyer's account.
6. **TAXES:** In addition to the purchase price, Buyer shall pay Seller the amount of all sales, use, excise taxes and other taxes (except on or measured by net income) duties that Seller may be required to pay with respect to the production, sale or transportation of any goods delivered hereunder, except where the law expressly provides otherwise.
7. **CUSTOM DUTIES:** If, after the date of this contract, there is any increase in any custom duties, or any new duties levied on any of the goods which are the subject matter of this contract, the specified price of such goods shall be increased to the extent of the increase cost caused thereby.
8. **RISK OF LOSS:** Delivery of goods to common carrier, licensed trucker, or vessel shall constitute delivery to Buyer, and all risk of loss or damage in transit shall be borne by Buyer.
9. **DEVIATION:** If after the material has been shipped its arrival at port of destination is delayed or prevented because, without fault of Seller, the vessel is delayed in arriving, berthing or unloading or unloads at a different port, Seller shall not be liable therefore. Time of performance shall be extended until the material is unloaded, and the port of destination shall be the place at which the material is unloaded by the vessel. Seller shall advise Buyer of any such delay or deviation within a reasonable time and cooperate with Buyer at Buyer's expense, to ship the materials to a point of destination required by the buyer.
10. **CLAIMS:**
 - (a) **Shortage:** Where material is sold on a delivered basis, all claims for shortages must be made promptly after receipt by the Buyer. Shortage claims must be supported by exceptions taken on the delivery receipt (however denominated) furnished by Buyer to the delivering carrier. Failure to take such exceptions shall bar any claim.
 - (b) **Damaged Material:** All claims of damage of a kind which might have occurred between origin and delivery are barred unless supported by exceptions taken on the delivery receipt (however denominated) furnished by the Buyer to the delivering carrier. Failure to take such exceptions shall bar any claim.
 - (c) **Quality Claims:** In case of a dispute as to whether material meets contract specifications, a mutually acceptable expert shall be designated by Seller's producer and/or Seller and Buyer to make an examination and in such case said expert's finding shall be conclusive and binding on Buyer and Seller. The expense shall be borne by Seller for each item found not conforming to specification and by Buyer for each item conforming.

All claims arising hereinabove must be made in writing by registered and certified mail including with full particulars the defect or damage complained of. Notwithstanding such claim, Buyer's obligation to perform under the balance of the contract shall not be affected thereby. Buyer shall afford to Seller and/or its insurer full facilities for inspection and investigation of all such claims. If a timely and bona fide claim is made, Seller shall give Buyer a reasonable allowance therefore, and Seller shall not be otherwise liable for such material or its use or any consequential or special damages. In no event may any such claim be made more than ten (10) days after the material has arrived at its contract destination.
11. **SELLER'S REMEDIES:** If Buyer wrongfully rejects the goods or fails to make payments due on or before delivery or repudiates with respect to a part or the whole contract, then with respect to any goods directly affected and, if the breach is of the whole contract, then also with respect to the whole undelivered balance, Seller may withhold delivery of such goods, stop delivery of such goods in possession of a carrier or other bailee, and recover damages for non-acceptance or repudiation. The Seller shall be entitled to recover as damages the entire contract price or any unpaid amount thereof, together with any incidental damages and expenses, cancellation fees, foreign exchange loss, and reasonable attorney's fees and other costs of enforcing its rights hereunder.
12. **BUYER'S REMEDIES:** In the event Seller fails to deliver the goods ordered, Buyer shall serve written notice upon Seller. If Seller fails to perform within sixty (60) days thereafter, Buyer, at its exclusive remedy, may cancel the contract and shall be entitled to repayment of the purchase price or such part thereof as shall have been then paid by the Buyer. Seller SHALL NOT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES.
13. **INTEREST:** If payment is not timely, Seller, in addition to other legal rights, shall be entitled to the interest on any unpaid amount at the rate of one and one half percent (1.5%) per month from date of invoice, or any part thereof, on any unpaid balance.
14. **FINANCIAL CONDITION:** Buyer presents that it is solvent, and that at each delivery, this representation shall be deemed renewed unless notice to the contrary is given in writing by the Buyer to the Seller within a reasonable period of time prior to the delivery of the goods.
 - (a) Seller shall have the right to withhold any shipments in the event Buyer fails to make timely payment but Buyer shall be responsible for any and all resulting cost, expenses, or damages incurred by Seller in the event Buyer fails to make timely payment and such action shall not release Buyer from its obligation to accept and pay for such remaining portions of material if and when shipped by Seller.
 - (b) If, at any time, there is a material change in the financial condition or structure of Buyer, Seller shall have the right to change credit terms, cancel this contract or withhold any shipments, but such action with the exception of canceling the contract, shall not release Buyer from its obligation to accept and pay for such remaining portions of material if and when shipped by Seller and Buyer shall be responsible for any and all resulting costs, expenses, losses, or damages incurred by Seller in the event Buyer fails to make timely payment. Seller shall attempt to notify Buyer of any such action it takes pursuant to the foregoing such as withholding shipment, changing credit terms or cancelling the contract, prior to the effective date of such action, however, Seller reserves the right to take such action without notification to Buyer in the event it is impracticable to give such notice prior to taking the action.
15. **SECURITY INTEREST:** Seller reserves to itself and Buyer grants to Seller, a security interest in the goods which are the subject matter of this contract to secure to Seller the full payment of the purchase price. If at any time the Seller shall determine that its prospect of receiving payment is insecure, it may retain possession of and have a security interest in such goods until it receives payment therefore, or it may deliver such goods to Buyer subject to such security interest, and Seller and Buyer agrees to execute any financing statements or other documents reasonable required to perfect such security interest.
16. **LAW:** This contract is to be governed and construed according to the Uniform Commercial Code and the laws of the Commonwealth of Pennsylvania.
17. **ASSIGNMENT:** Buyer shall not assign this contract without the prior written consent of the Seller and any such assignment without consent shall be void. Buyer shall not be relieved of its obligations hereunder notwithstanding any such written consent by Seller.
18. **ENTIRETY OF CONTRACT:** This contract constitutes the entire agreement between the parties and the terms and conditions set forth herein constitute the sole terms and conditions. No other terms or conditions whether contained in Buyer's purchase order, shipping release, or elsewhere, shall be binding upon Seller. All proposals, negotiations and representations, if any, made prior to the date hereof are merged herein and no modification or assignment shall be effective unless agreed to in writing.
19. **ASSENT:** Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's receipt of this contract without prompt written objection thereto or from acceptance by Buyer of all or any part of the goods ordered.
20. **FIRM CONTRACT:** This order is non-cancelable and Buyer agrees to the contract price and terms notwithstanding any fluctuation in foreign exchange or the value of material components.
21. **FORCE MAJEURE:** Seller shall not be liable for any prevention or delay in performance resulting in whole or in part, directly or indirectly, from fires, floods or other catastrophes, strikes, lockouts or labor disruptions; wars, riots, embargo, import or export quotas or mandatory allocations; actions by foreign, federal, state or local government; mill or factory conditions; shortages of transportation equipment, fuel, labor or materials, major changes in economic conditions; or any other circumstances or causes beyond the control of Seller or Seller's supplier in the reasonable conduct of its business.

In the event of such prevention or delay, the time for performance shall be extended for a period of ninety (90) days and Buyer, if payment is to be made by Letter for Credit, shall extend such Letter of Credit of ninety (90) days. If performance is not made within such extended ninety (90) day period. Seller shall have the option at any time thereafter and upon written notice to Buyer to cancel its contract without liability to either party, or to maintain the contract and made performance within a reasonable time after the termination of such prevention of delay.
22. In the event of litigation between the Buyer and Seller of these goods, these terms and conditions, the contract, or any other matter, the Buyer shall be liable to the Seller for all expenses incurred by the Seller in connection with such litigation or dispute, including but not limited to attorneys' fees, professional fees, out of pocket expenses, or any other disbursements.
23. Buyer consents to the jurisdiction of the Court of Common Pleas of Berks County, Pennsylvania. Further, Buyer agrees that Berks County is the only appropriate venue for dispute between Buyer and Seller.