STANDARD TERMS AND CONDITIONS OF SALE

1. In special or experimental processing, our charges are not contingent upon the success of the work or the benefit derived there from by the customer.

2. We assume no liability for any loss of or damage to merchandise or material while in transit to or from our factory, whether in trucks or vehicles owned by us, the customer, or any third person acting in our or the customer's behalf, or for any loss of or damage to said merchandise or materials while the same are in our possession for any cause whatsoever, including, but not limited to theft, fire, casualty or act of God.

3. We warrant that processing shall meet customer's specifications supplied in writing with the order and that such processing shall be free from defects in material or workmanship. When customer specifies methods and procedures to be followed, we shall comply whether the desired result is indicated. We assume no responsibility for the correctness of such methods and procedures or the result when they are followed. We do not guarantee that material furnished by customer is suitable or fit for processing and finishing.

4. No claim for shortage in weight or count, or defect in quality, whether latent or patent, will be allowed unless presented in writing by certified mail within three (3) working days after receipt of material by the customer or the customer's consignee to whom it is delivered, the customer hereby expressly assuming the risk of discovering such shortage or defect within such time. Any material found upon inspection by us to be defective in workmanship or material will be replaced by us without charge upon delivery to us FOB our plant, provide that such material is returned in the same condition as when originally shipped by us.

5. This warranty is expressly in lieu of all other warranties, express or implied. Our liability for any loss or damage of any nature, including, without limit, direct, indirect and consequential damage, is limited to the customer's cost of the material, or merchandise or our processing price for such material, whichever amount is less.

6. All quotations, orders or agreements, or any modifications thereof, are contingent upon and subject to any and all occurrences beyond our control, including but not limited to, strikes or boycotts (whether occurring at our factory, your plant or factory, the plant or factory of any supplier, either of the customer or of ourselves, or elsewhere), accidents, theft, fires, war, shortage of materials, or equipment, casualty, or acts of God, and we shall not be liable for failure to perform any agreement for such causes, you are required at your own cost and expense, to pick up at our factory the raw, finished or unfinished materials which we have, belonging to you.

7. Deliveries made by us within ten (10) days of the time specified shall be deemed in full compliance with our agreement. It is agreed that we shall have the right to make partial or installment deliveries, for which the customer shall pay at the contract price. Defective delivery or nondelivery with respect to any installment or partial delivery under this contract shall be a severable breach and shall not give the purchaser the right to treat the entire contract as breached.

8. Any cancellation of order by customer shall be valid and effective only if accompanied by payment of any amount equal to twice the cost of actual labor and materials we have devoted to performance of the order, if any, plus at least ten percent of the total contract price. Such amount shall be as and for liquidated damages and not as a penalty.

9. All customer's merchandise in our possession shall be subject to a general lien for all monies owing by the customer to us, whether or not due or payable, and whether or not such monies are owing to us for work, labor of services rendered, or materials or equipment used in connection with such merchandise.

10. Special tools, racks and fixtures required for the performance of the work described herein designated and built by us shall be and remain our property whether or not customer is charged for time and/or material in connection herewith.

11. During storage and transportation of customer's material, customer's containers used for delivery to us shall be used and any damage resulting from such containers shall be at the customer's risk. Should customer desire other packaging or containers, we will charge for material and handling and will provide such service upon receipt of written order.

12. The provisions hereof constitute the entire agreement between the parties. Any changes, alterations, waivers or modification with respect either as to the job performed or the terms of sale, or any other matter set forth herein must be in writing, signed by a duly authorized representative of the company. These terms and conditions shall apply to any order or agreement for the processing of any materials or merchandise.

13. These Standard Terms and Conditions or Sale have been accepted as standard practices of the industry and supersede any customer Terms and Conditions.