

## Terms & Conditions

We reserve the right to change at any time this contract before an order is accepted by Ja-Bar Silicone Corporation (herein referred to as the "Corporation"). The purchaser's order, and the written acknowledgment of the order by the Corporation shall constitute the entire agreement between the Purchaser and the Corporation, unless the Corporation agrees, in writing to other terms. Printed or stamped provisions contained in the purchaser's order which are inconsistent with the written, printed or stamped provisions by the Corporation, or the Corporation's acknowledgment of the order shall not be binding upon the Corporation. The Corporation reserves the right to correct clerical errors. Prices quoted are exclusive of any taxes.

The word "Material" as used herein shall mean all goods, materials or articles (tooling excluded) sold by the Corporation to the purchaser. An extra charge may be made by the Corporation resulting from interruption of production caused by the purchaser or from reductions made by the purchaser in quantities ordered. Reorders for material shall be considered as being placed under the same terms and conditions excepting price, as those contained in the original contract, unless otherwise specified.

**TOOLING.** All tools, molds, and dies are quoted net, and since the prices quoted herein are only partial costs, tooling, molds and dies shall remain in the possession of the Corporation. They can be secured by the purchaser for a nominal charge, depending on the item. All tools are stored and protected by the Corporation at no charge to the purchaser.

Tooling that is not used in a three (3) year period will be considered obsolete. In the event the purchaser fails to notify the Corporation of the disposition of said tool within this time, the Corporation reserves the right to scrap said tooling.

**SPECIFICATIONS AND TOLERANCES.** The Corporation will manufacture material in accordance with applicable specifications, or, in their absence, normal commercial practices and tolerances, (ref, RMA handbook).

Extrusions such as; low durometer stocks, thin wall or thin cross-section, and sponge, are prone to some deformation. Where sagging and lack of squareness or roundness are not permissible, limits shall be agreed upon and specified on the Corporation's acknowledgment copy of the order. Special techniques can be used to meet close tolerance; however, this usually increases the cost of the fabricated item. The purchaser agrees that distortions resulting from storage beyond a reasonable length of time, or under improper conditions shall not be cause for rejection.

**DEFECTIVE MATERIAL.** Corporation warrants that, unless otherwise specified herein, the goods sold hereunder shall meet Corporation's standard specifications and shall be of merchantable quality, but Corporation makes no warranty as to the fitness of the goods for a particular purpose or the results to be obtained from their use by purchaser either alone or in combination with other substances. Subject to the preceding sentence and except as otherwise expressly stated herein, Corporation makes no representation or warranty of any kind, express or implied, with respect to the goods. All claims for alleged defective goods, shortage or other cause shall be deemed waived unless made in writing and received by Corporation within twenty (20) days after purchaser's receipt of the goods. Purchaser's exclusive remedy and Corporation's limit particular delivery with respect to which losses or damages are claimed plus any transportation charges paid by purchaser. Corporation shall not be liable for, and purchaser assumes responsibility for, all personal injury and property damage resulting from the handling, possession or use of the goods by purchaser.

In no event, whether as a result of breach of contract or warranty or alleged negligence, shall the Corporation be liable for special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, cost of substitute materials, down time costs, or claims by third parties against the purchaser for such damages.

**DELIVERIES.** Although the Corporation will make every effort to foresee and prevent unnecessary delays in delivery of samples and materials, such deliveries are subject to delays beyond the control of the Corporation. The Corporation assumes no liability with respect to losses incurred by Purchaser due to delinquent or non-delivery of products, regardless of terms specified on Purchaser's order, unless specifically agreed to by the Corporation in writing prior to acceptance of the order.

The Corporation shall not be responsible for any delay in delivery which is due to causes beyond its control including, without being limited to, acts of god, any act of the Government, fires, floods, strikes and delays of a supplier due to such causes.

If production is held up for any reason and a stock of material remains on hand for more than sixty (60) days, the purchaser agrees within thirty (30) days to advise the Corporation in writing of the disposition of said material. In the absence of such notice, the Corporation reserves the right to scrap said material and charge the purchaser with the amount of loss involved. Complete delivery shall be accepted by the purchaser within sixty (60) days after notice by the Corporation of completion of the order, unless otherwise agreed upon in writing by the Corporation. At the option of the Corporation, delivery of five (5%) per cent more or less than the quantity specified on an order shall constitute fulfillment of the order.

**CREDIT.** The purchaser hereby agrees to make prompt payment of invoices due in accordance with the terms herein set forth. The Corporation reserves the right to demand payment in full for any material delivered or before proceeding with the manufacture of or shipment of said material, or to repossess the same when the purchaser shall be insolvent or likely, in the judgment of the Corporation, to be or to become a poor credit risk.

**ENGINEERING SERVICES.** The services of the Engineering Department of the Corporation are available without charge for suggestions concerning design and construction of Corporation material. No responsibility is assumed concerning such suggestions or the use to which they may be put by the purchaser, and the Corporation makes no warranty or representation, express or implied with respect to any suggestion, design or construction.

**PATENTS.** In the event any of the materials produced under the purchaser's order infringe upon any patent, copyright or trademark, the purchaser hereby agrees to indemnify the Corporation from any and all claims or judgments and any and all forms of damage, loss or expense, direct or indirect, to which the Corporation may be subjected, including but not limited to losses resulting from settlements or attorneys' fees, with or without the purchaser's consent.

**GENERAL.** The failure of the Corporation to insist upon strict compliance with any or all of the terms and conditions herein contained shall not be deemed to be a waiver of such terms and conditions or of any rights or remedies which the Corporation shall have in demanding strict compliance with all the terms and conditions herein contained.