

**ITW WORKHOLDING
TERMS AND CONDITIONS - CUSTOMER ORDER**

Delivery is subject to delay caused by riot, fire, flood, accident, governmental law, regulation or order, and any other cause beyond Seller's control, or by delay of Subcontractor for any such cause. Seller reserves the right, at its election, to extend the time for making delivery for a period equal to such delay, terminate delivery, or cancel the Contract for any such cause.

Price is subject to change without notice whenever there has been a material or engineering change from the original quotation; this will be adjusted to Seller's price in effect at time of Shipment.

Seller reserves the right to schedule its production and to make deliveries accordingly. In case Buyer specifies deliveries to be made in installments which do not conform to such schedule and Seller elects to delivery as specified by Buyer, Seller shall have the right to adjust the price to cover Seller's additional costs.

Buyer assumes liability for all taxes which are or may become applicable to this transaction. Prices do not include any taxes unless so specified on quotation or on acknowledgment of order.

If Buyer repudiates or avoids the Contract or notifies Seller to proceed no further therewith, Seller shall have the right to deliver all finished goods and goods in process and Buyer agrees to accept same and to pay to Seller the Contract price for goods finished. Buyer also shall pay Seller for all raw materials, parts, unfinished goods, lost profits and incidental damages incurred by Seller pursuant to this order. Nothing herein shall preclude Seller from any other remedy it may have thereby.

LIMITED WARRANTY: Seller's products are warranted for a period of one (1) year from date of delivery to be free from defects in material and workmanship and to be in accordance with the written requirements of Buyer's order, including applicable specifications, plans, drawings or samples, provided buyer, within this warranty period, gives Seller written notice of any claim under this warranty and promptly returns the product prepaid in accordance with Seller's written authorization. Seller will, at its sole election thereafter, refund the purchase price or repair or replace such product found, under the terms of this warranty, to be defective or not within Buyer's specifications. This warranty does not include, nor does Seller assume responsibility for, defects or damage caused by misuse, abuse, alterations, service or repair by others, wear parts or failure to properly maintain this product.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The remedies stated herein are exclusive remedies and Seller shall not be responsible or liable for any indirect, consequential or incidental damages, or further loss of any kind whatsoever.

HOLD HARMLESS AND INDEMNIFICATION: Buyer represents and warrants that any product to be furnished hereunder which is pursuant to buyer's specifications, plans, drawings, or samples will be in full compliance with all laws, rules and regulations and will not infringe any unexpired patent or trademark. Buyer agrees to protect, defend and save harmless Seller from any claim, action or suit brought against Seller on account of the work performed or product furnished by Seller pursuant to the specific requirements of Buyer as herein described including but not limited to compliance with any laws, rules or regulations, or infringement of any patent or trademark. Buyer shall indemnify Seller against any and all loss, damage, or expenses which Seller may sustain, incur or become liable for pursuant to such claim, action or suit.

Any comments or advice given by Seller pursuant to Buyer's request and relating to application or load bearing suitability are on a strictly gratuitous basis for persons having skills in use of this product and Seller shall not be liable nor does Seller assume responsibility for Buyer acting in reliance thereon.

Unless specified within the Order Verification, Terms of Delivery are Incoterms 2000 FCA Traverse City, Michigan USA. Delivery to buyer and all domestic shipments are F.O.B. Seller's factory.

TERMS: Net 30 days subject to credit approval. Interest will be charged at the rate of 1-1/2% per month on accounts not paid when due. Title to subject goods shall pass at time of such delivery at Seller's factory.

Buyer shall be responsible for all freight and shipping charges and reimburse Seller for any such costs incurred by Seller. A \$15.00 handling charge will be added to the shipping cost.