

Terms and Conditions of Sale

1. **Warranty:** The warranties, obligations and liabilities, express or implied, and all other rights, claims and remedies of purchaser set forth in these terms are exclusive and in substitution for, all other warranties, obligations and liabilities arising by law or otherwise, with respect to any nonconformance or defect in the goods or services provided under any order, including but not limited to, any implied warranty of merchantability or fitness; any implied warranty arising from course of performance, course of dealing or usage of trade; any obligation, liability, right, claim or remedy arising from the negligence of supplier or any manufacturer of aircraft incorporating the products; and any obligation, liability, right, claim or remedy for loss or damage to any aircraft.
2. **Claims:** Neither supplier nor any manufacturer of aircraft will have any obligation or liability, whether arising in contract, tort or otherwise, for loss of use, revenue or profit or for any other incidental or consequential damages with respect to any nonconformance or defect in the goods or services provided under any order.
3. **End Use:** Final determination of the suitability of the material for the use contemplated by Buyer, is the sole responsibility of Buyer and Seller shall in no way be responsible for the suitability of the material for any particular end use.
4. **Prices:** Unless otherwise stated herein, all prices are F.O.B. the specified Schneller plant. All prices are valid for orders entered for specified quantities by the date indicated and for shipment within six months of order entry.
5. **Deliveries:** Buyer shall notify Seller of full details as to descriptions and shipping and delivery dates and places. All shipments of material covered by this order shall be made within six months from date of acknowledgment unless specific written agreements are entered into relating to Schneller's Blanket Order/Incremental Release Program. Seller shall not be liable to Buyer for any damages claimed resulting from delay in delivery of the merchandise after the date of delivery specified herein unless otherwise stated herein, Buyer agrees to accept any quantities delivered hereunder which do not vary more than the greater of plus or minus 10 linear yards or 10% from the contract amount and to pay for such quantities at the contract price.
6. **Force Majeure:** Seller shall not be liable in damage for, nor deemed to be in default by reason of any failure to deliver or delay in delivery due to any cause beyond its reasonable control. This is to be interpreted to be inclusive of, but not limited to delays incurred by fire, the elements, war, labor difficulties, interruptions or shortage of transportation facilities, inability to obtain supplies or for any cause interfering with its production facilities or those of its sources of supply.
7. **Controls:** Each order is made subject to all present and future government laws, orders, regulations or restrictions affecting or limiting the supply of materials or the production or delivery of materials or products. During the period of any such contingency, Seller will endeavor to allocate deliveries fairly among customers but reserves the right finally to determine deliveries to be made at its discretion without liability.
8. **Buyer's Credit:** If the financial responsibility of Buyer becomes impaired or unsatisfactory to Seller, or Buyer is in default to Seller under this or any other contract, advance cash payment or satisfactory security shall be given by Buyer upon demand by Seller, and shipments may be withheld until such payments or security is received. Buyer shall make no deductions (including those alleged damages) from payments due hereunder.
9. **Taxes:** All increases in, and all new taxes, excises or other governmental charges hereafter imposed on the production, sale or transportation of the material sold hereunder which Seller may be required to pay, shall become part of the price payable by Buyer.
10. **Freight:** If Seller is to pay freight, Seller shall have the right initially to designate the means of transportation and routing, and if Buyer requires a more expensive means of routing, Buyer shall pay any extra cost involved. Buyer shall pay to Seller any increase in freight subsequent to the date hereof. Freight is not insured unless otherwise specified by the buyer.
11. **Modifications:** The terms and conditions hereof constitute the entire contract for the material. No modification, limitation, waiver, cancellation or discharge of this contract or of any of its terms shall bind Seller unless in writing and signed by Seller's authorized employee at its headquarters. No modification, limitations, waiver, cancellation or discharge of this contract shall affect Buyer's liabilities to Seller accrued prior thereto.
12. **Cancellations:** Cancellations may be made in writing only, and will be accepted only after an agreement as to proper cancellation charges has been reached between buyer and seller.
13. **Miscellaneous:** All rights and remedies of Buyer and Seller under this contract are in addition to Seller's other rights and remedies and are cumulative, not alternative. If shortages should occur in Seller's supply of specific items, Seller may prorate its deliveries. In the absence of proof to the contrary, it shall be presumed that the date, hereof, was the date of mailing hereof the validity, performance, construction and effect of this contract shall be governed by the laws of the State of Ohio, including its provisions of the Uniform Commercial Code, for goods manufactured in the United States. In regard to goods manufactured outside the United States, the obligations of the parties shall be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.