

TERMS AND CONDITIONS

1. **EXCLUSIVITY OF TERMS.** Whether this document constitutes an acceptance of an offer, a confirmation of a contract, or the sale of goods (the "Goods") by Seller to the Buyer it is expressly conditioned on the terms contained herein and Seller gives notice of objection to any additional or different terms proposed by Buyer. All sections of the Uniform Commercial Code applicable to the sale of goods which expressly or impliedly protect Seller are hereby incorporated by reference.
2. **CREDIT APPROVAL.** Acceptance of any order is subject to final credit approval by Seller. If Buyer's credit should become unsatisfactory to Seller before goods are shipped (or in the case of partial shipments, before any partial shipment) Seller may require cash payments in advance or satisfactory security, including security for outstanding balances, as a condition to delivery.
3. **DELIVERIES.** Estimated delivery dates are based on our best judgment and every effort will be made to meet them, contingent upon causes beyond our control. Unless otherwise agreed to in writing, Seller will not accept any liability for missed delivery dates. Seller will accept an order for no greater than a six-month period, with all releases scheduled within this time frame. Delivery of tooling and parts are contingent on Seller receiving, with the order, complete and detailed prints satisfactory for production, with all necessary information concerning type, thickness, width, temper and tolerances of material.
4. **TOOLING.** As charges for tools and dies cover only part of the total design and fabrication costs, all tools, dies, and relevant engineering drawings remain the property of the Seller. Unless specifically agreed, Seller's responsibility for tools and dies, ceases one year after the last order for parts, made with same. Fifty percent payment on all tooling charges are due upon placement of the tooling order, and fifty percent is due upon approval of first article samples. If there are any engineering changes requested by Buyer after an order has been placed and tooling started, there will be additional charges on a time and material basis.
5. **TOOLING MADE SAMPLES.** The tooling cost and sample delivery include up to 100 pieces and a dimensional I.S.I.R.. Any additional samples and/or quality requirements will result in an additional cost and may affect delivery lead time.
6. **DESIGNS.** Seller will not be responsible for Product performance, where the Product is manufactured in accordance with Customer's design, prints, or specifications. The Customer shall indemnify, defend and hold the Seller harmless from any and all claims, demands, liabilities, damages, costs, and expenses (including, but not limited to reasonable attorney's fees and court costs) resulting from or connected with any claim that Products which have been manufactured by Seller in accordance with Customer's designs, prints or specifications, or the items into which such Products are incorporated are defective with respect to their design. It is also agreed that the Buyer will be liable for any damages by any patent litigation resulting from the manufacture or sale of any material made to the Buyer's design, prints, or specifications.
7. **PRICES.** All prices are in U.S. dollars, F.O.B. Seller's plant, unless otherwise stated. If the shipment is prepaid on a delivered basis, the actual material, handling and freight charges shall apply. Seller reserves the right to correct errors (including errors in computation of price) in the terms of this contract or transaction. The prices are based on receipt of order for full quantity quoted with firm releases scheduled at time of order placement. Any different ordering and releasing practices can be reviewed by Seller to determine if there is any impact on quoted prices.
8. **TAXES.** The price of the Goods does not include sales, use, excise or other taxes. Buyer will pay such taxes directly or reimburse Seller for any such taxes which Seller may be obligated to pay.
9. **PAYMENT TERMS.** Unless otherwise agreed in writing, payment is due within 30 days from the date of invoice. Payments are to be made to the order of Stewart EFI, LLC. Past due accounts are subject to a 1 ½% monthly finance charge.
10. **SHIPMENTS.** Unless otherwise stated, the Goods will be shipped F.O.B. Seller's plant with the carrier to be selected by Buyer. Partial shipments may be made and invoiced separately.
11. **LIMITED WARRANTY.** Seller warrants that the Goods will conform to the description herein and that the Goods will be free from defects in material or workmanship when delivered to Buyer. Seller's liability ceases with Buyer's acceptance of any Goods, and Seller makes no representation or warranty regarding the suitability, merchantability or fitness for any particular purpose of any Goods. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS OR AGAINST INFRINGEMENT OF ANY PATENT), AS TO THE GOODS.
12. **LIMITATION OF REMEDIES.** If the Goods do not conform to the limited warranty set out above, Seller will, at its option, (a) repair or replace the defective Goods, or (b) refund so much of the purchase price as Buyer paid for the defective Goods.
13. **LIMITATION OF LIABILITY.** The remedy of repair or replacement of the defective goods, or refund of the purchase price is Buyer's sole and exclusive remedy against Seller and will satisfy all of Seller's liability whether in contract, or negligence, tort, product liability, strict liability or otherwise. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES NOR SHALL SELLER'S LIABILITY IN CONNECTION WITH THE GOODS SOLD (OR THEIR DELIVERY OR NONDELIVERY) EXCEED THE SALES PRICE OF THE GOODS.
14. **NOTICE OF DEFECT.** Seller shall have no liability to Buyer hereunder unless Buyer provides Seller with written notice of any claimed defect in the Goods as soon as practical after the discovery of the defect, but in no event later than 5 days from the date of delivery by Seller. Buyer shall afford Seller a reasonable time to inspect the Goods and will not alter or remove the Goods until Seller has made such inspection or expressly waived its right to do so.
15. **LIMITATION ON ACTIONS.** Any action for Seller's breach of contract shall be commenced within one year from the date of delivery of the Goods.
16. **FORCE MAJEURE.** Acquisition or manufacture of the Goods by Seller and delivery to Buyer are subject to delays beyond the control of Seller. Delays resulting from such causes shall extend the delivery dates for the Goods.
17. **CANCELLATION.** Buyer's order cannot be canceled except with Seller's consent and upon terms that indemnify Seller against loss.
18. **TYPOGRAPHICAL ERRORS.** Seller may correct typographical or Clerical errors in the prices, quantities, or specifications contained in any of the documents.
19. **RETURNS.** No returns will be accepted without Seller's prior written consent.
20. **ASSIGNMENT.** No right or interest arising out of any contract between Buyer and Seller may be assigned without the prior written consent of Seller.
21. **WAIVER AND MODIFICATION.** The failure by Seller to exercise or enforce any of the terms or conditions hereof will not constitute or be deemed a waiver of Seller's rights to enforce any term or condition contained herein. No waiver or modification of any of the terms contained herein shall bind Seller unless in writing and signed by Seller.
22. **APPLICABLE LAW.** The validity construction, and interpretation of this contract, and the rights and duties of the parties hereto, shall be governed by the laws of Connecticut, without reference to Connecticut's choice of law rules.
23. **EXPORT LAWS.** It is Stewart EFI, LLC's policy to comply with all laws of the United States and other countries affecting exports and international trade. This transaction is made under assurance by the recipient that these products are not intended for any use which would violate these trade laws, and that the recipient is not presently in any violation of these laws.
24. **ACCEPTANCE, ENTIRE AGREEMENT, MODIFICATION.** This quotation confirms the acceptance by Buyer of Stewart EFI, LLC's (the "Seller") terms and conditions set forth herein, and shall create a contract between Buyer and Seller upon the terms and conditions set forth herein. SELLER SHALL NOT BE BOUND BY ANY ADDITIONAL PROVISION OR ANY PROVISION AT VARIANCE HERewith THAT MAY APPEAR IN BUYER'S PURCHASE ORDER, ACKNOWLEDGMENT, OR IN ANY OTHER COMMUNICATION FROM BUYER TO SELLER, UNLESS SUCH PROVISION IS EXPRESSLY AGREED TO IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF SELLER. The terms and conditions set forth herein shall constitute the entire agreement between Buyer and Seller, and no change, modification, amendment, suspension, revision or termination of the terms and conditions set forth herein shall be binding upon Seller unless made in writing and signed by an authorized officer of Seller.
25. **EXPORT CONTROLS:** This order is subject to compliance with all U.S. export controls. Your cooperation and/or compliance with those controls is required.
26. **QUOTATIONS AND PRICES:** Prices are based on the raw material prices at the time of quote and are subject to change without notice. Orders calling for future delivery will be billed according to the price in effect at the time of delivery. Written quotations automatically expire thirty (30) calendar days from the date issued and are subject to termination by notice within that period.
27. **COSTS OF COLLECTION AND ATTORNEYS FEES:** Any payments due by Buyer to Seller for materials or services rendered by Seller hereunder shall be paid when due. In the event Buyer fails to make any payments when due such amounts shall be subject to an interest charge of 1% each month that such payments are not made. Buyer agrees to pay all of Seller's costs of collection on any outstanding balances including those court costs and attorneys fees incurred by Seller in enforcing its rights hereunder.