

## TERMS AND CONDITIONS – SALES

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 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 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 Goods are manufactured in accordance with Customer’s design, prints, or specifications. The Customer shall indemnify, defend and hold 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 Goods which have been manufactured by Seller in accordance with Customer’s designs, prints or specifications, or the items into which such Goods are incorporated are defective with respect to their design. It is also agreed that Buyer will be liable for any damages by any patent litigation resulting from the manufacture or sale of any material made to 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 orders for full quantities 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 1/2% 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 on the invoice 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 1/2% 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 attorney’s fees incurred by Seller in enforcing its rights hereunder.

## TERMS AND CONDITIONS – PURCHASES

1. **ACCEPTANCE.** Commencement of performance pursuant to this Purchase Order constitutes acceptance of the terms hereof by Seller. If delivery dates cannot be met, Seller shall inform Buyer in writing by return email of Seller's best possible date of delivery by email addressed to the Buyer who placed the purchase order.
2. **DELIVERY.** 100% ON TIME DELIVERY is a requirement. Seller will send Buyer a written "Notice of Shipment" giving the order number, type and amount of materials, and route of shipment at or prior to the time of shipment on all orders in excess of \$5,000.00.  
Buyer's production schedules are based upon the agreement that materials will be delivered to Buyer by Seller by the date specified on the face of the Purchase Order. Time is, therefore, of the essence in this Purchase Order and delivery must be made on or before the scheduled delivery date. Seller agrees that whenever anything threatens to delay the timely shipment of any materials, it shall give prompt written notice thereof to Buyer. If for any reason Seller does not meet the delivery schedule, Buyer, at its option, may approve a revised delivery schedule in writing or may terminate the order in whole or in part without liability and may purchase elsewhere and hold Seller accountable for any cover price differential.
3. **PRICE.** This order must not, without written authorization from Buyer, be filled at higher prices than specified herein, or if order is unpriced, at a price higher than last charged or quoted for goods described herein. Seller agrees that any price reduction made in goods described in the order prior to the delivery of such goods to Buyer will be applicable to this order. If Seller quotes or sells material similar to that required under this Purchase Order to any other customer at lower prices than those stated herein at any time after the date of this Purchase Order and prior to delivery, such lower prices shall be substituted for the prices stated herein. The prices charged to other purchasers purchasing the same or smaller quantities of goods from Seller shall not be less than prices charged to Buyer without discrimination.
4. **QUANTITIES.** Shipments must equal exact amounts ordered by Buyer unless otherwise agreed by Buyer in writing.
5. **WARRANTY.** Seller warrants that the materials and services furnished under the Purchase Order will be (a) **MERCHANTABLE** of highest quality, free from defects; (b) In accordance with all drawings and specifications submitted by Buyer to Seller; (c) **FIT FOR THE USE** for which they are intended and to which they are normally put to use or for any special uses known by Seller to be contemplated by Buyer. Seller further warrants that the materials are free and clear of all liens and encumbrances whatsoever and that Seller has good and merchantable title to the materials and shall deliver the same to Buyer. Such warranty shall survive any inspection, delivery, acceptance, or payment by Buyer.  
If any products or materials under the Purchase Order prove defective in material or workmanship, Seller will: (a) promptly repair or replace such product at no expense to Buyer; (b) Buyer may repair the defective product and charge the cost of the repair to Seller; (c) Buyer may return such product (freight collect) for full credit of the total purchase price including taxes paid, plus transaction costs incurred. Buyer's right to have the product repaired is in addition to other remedies of Buyer for defective goods. In the event Seller commences repair or replacement and, for any reason whatsoever, the period of delay in repair or replacement exceeds 15 days, Buyer shall have the option to: (a) cancel the order and replace the defective goods at Seller's sole cost and expense; (b) Seller shall return any and all monies paid to it by Buyer and any costs incurred by Buyer relating to the delivery and acquisition of the goods; or (c) Buyer may revoke acceptance of all or part of this order. For goods requiring a UL listing, Seller shall provide, on request by Buyer, a copy of Seller's Certificate of Compliance with UL standards.  
All product delivered must meet Federal, State and local laws in accordance with regulatory requirements.
6. **INSPECTION.** Unless otherwise specified by Buyer in writing, Buyer will not accept installment sales. All materials will be subject to final inspection and approval by Buyer at Buyer's premises. The inspection shall be made within a reasonable time after arrival of the materials. Seller waives its right to cure any defects in goods and materials rejected as not conforming to the Purchase Order; or as otherwise defective, and Buyer shall have the right to return such goods and materials at Seller's expense, including transportation and handling costs. Buyer shall preserve any other remedies as may be provided by law.
7. **BUYER'S PROPERTY.** Buyer shall retain the title to all drawings, designs, tooling, specifications, technical data or material furnished to Seller for use with this Purchase Order. Seller acknowledges that all such data or material is proprietary and confidential information of Buyer. Seller hereby agrees that Buyer shall own any and all drawings, designs, tooling, specifications, technical data or material developed by Seller in the fulfillment of this Purchase Order. Seller shall not disclose, convey or transfer any such confidential or proprietary information. These items will not be used for any other customer without Buyer's prior written consent and will be returned promptly to Buyer upon request. Seller assures all risk and liability for loss or damage to these items while in its possession.
8. **PATENTS.** Seller agrees that all material furnished by it, which is not of Buyer's design, shall be free of any infringement of any patent, trade secret, copyright, trademark or similar proprietary right. Seller further agrees to indemnify and hold Buyer and its customers harmless against all costs and liabilities or expenses of any kind arising out of or in any manner connected with any and all suits, controversies, demands and liabilities arising out of any claim of infringement related to the work done by Seller.
9. **TRADEMARK.** If the goods specified within this order are peculiar to Buyer's design or if the goods bear Buyer's Trademark or identifying mark they shall not bear a Trademark or other designation of Seller and such goods or similar goods shall not be sold or otherwise disposed of to anyone other than Buyer without written consent of Buyer.
10. **TAXES AND TARIFFS.** Except as may be otherwise provided in this Purchase Order, the contract price includes all applicable federal, state and local taxes and tariffs in effect on the date of this Purchase Order. In case of new taxes or tariffs or increased rates or the repeal of same or the reduction of rates the contract price shall be adjusted according to such changes.
11. **ASSIGNMENT.** Seller may not assign its rights or delegate its duties under this Purchase Order without the prior written consent of Buyer.
12. **SETOFFS AND COUNTERCLAIMS.** All claims for money due or to become due from Buyer shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other of Buyer's Purchase Orders with Seller.
13. **CHANGES.** Buyer shall have the right at any time to make changes within the general scope of this Purchase Order. If any change affects the time for or cost of performance, an equitable adjustment will be negotiated and the order modified in writing signed by both parties. All claims by Seller for any adjustment which is not supported in writing within 30 days from the date of notification of the change will be waived by Seller.
14. **TRANSPORTATION.** All packing, shipping and related charges will be paid by Seller unless Buyer specifically agrees in writing to assume such charges. Seller will pack, mark and ship the materials in accordance with the written directions of Buyer and where not specified by Buyer, Seller shall ship goods F.O.B. destination with insurance coverage on behalf of Buyer for the replacement value of such goods and Seller will follow the requirements of common carriers in order to assure lowest transportation and insurance rates. Seller will be responsible for any costs incurred by Buyer as a result of Seller's failure to comply with general common carrier standards and where Buyer requires special packing procedures, Seller shall notify Buyer of any additional charges prior to shipping. Seller and Buyer shall attempt to reach an equitable written adjustment prior to shipping for such additional charges. Costs of loss or delay to all goods shipped to Buyer by Seller shall be the liability of Seller until goods are delivered and accepted by Buyer.
15. **INDEMNIFICATION.** Seller agrees to indemnify Buyer and its customers against all costs, liabilities or expenses arising out of or in any way connected with (a) claims of injury or damage to persons or damage to property which result from (I) any act or omission of Seller, its agents, or employees, or (II) any alleged defects in materials, workmanship or design of the materials furnished or (b) any violations of any federal, state or municipal law, ordinance or regulation arising from the manufacture or operation of such materials. Seller agrees to carry sufficient product liability and property damage coverage which shall cover any claim by Buyer against Seller for injury to Buyer from omissions by Seller or its agents or employees or from any defects in workmanship, design or materials used by Seller in its products.
16. **WORK BY SELLER.** If Seller or its agents enter upon the premises of Buyer or a third party in performance of this Purchase Order, whether for delivery or installation of the materials or otherwise, Seller shall indemnify and hold Buyer harmless from all costs, liabilities and expenses arising out of any claim of injury to person or damage to property which results from the acts or omissions of Seller or its agents including any claim arising in connection with the use of equipment or material owned by Buyer or such third party. Seller will maintain Public Liability, Property Damage, Employer's Liability and Compensation Insurance and Motor Vehicle Insurance in such amounts as will protect Seller and Buyer from any potential claims hereunder.
17. **DAMAGES.** Buyer shall not be liable to Seller for special, contingent, incidental or consequential damages. A waiver of breach of any provision of the Purchase Order shall not be a waiver of any other breach of such or any other provision.
18. **BANKRUPTCY.** In the event of: (a) any proceedings voluntary or involuntary, in bankruptcy or insolvency by or against Seller; (b) the inability of Seller to meet its debts as they come due; or (c) in the event of the appointment, with or without Seller's consent, of an assignment for the benefit of creditors or of a receiver for Seller; Buyer shall be entitled, at its sole option, to cancel any unfilled part of this Purchase Order without any liability whatsoever.
19. **GOVERNING LAW.** This Purchase Order and acceptance of it shall be a contract made in the State of Connecticut and shall be governed by the laws of the State of Connecticut and the United States. Seller hereby consents to the jurisdiction of the courts of the State of Connecticut and the United States District Court for the District of Connecticut for suits arising out of this Purchase Order.
20. **CONFLICTING TERMS.** If terms of this order do not appear on or agree with Seller's invoice as rendered, this order shall control. Seller agrees that Buyer may change the invoice to conform to the terms of this Purchase Order and Buyer shall, thereafter, make payment accordingly.
21. **TERMINATION.** Buyer may at any time terminate orders under this Purchase Order, in whole or in part, by giving written notice to Seller. Upon receipt of such notice, Seller will stop work to the extent directed by Buyer in the notice. Seller will place no further orders or subcontracts under this Purchase Order and will protect the property in Seller's possession in which Buyer might have an interest. Such termination shall not constitute a default under this Purchase Order. Seller shall use all reasonable efforts in order to mitigate Buyer's costs and expenses. Cancellation of this agreement or any part hereof shall not release Seller from any liability which it may have incurred or any obligation which may have occurred under any provision of this Agreement.  
Upon termination of orders without cause, Buyer will be obligated to pay to Seller: (a) the contract price for all products which are then completed to Buyer's specification, plus; (b) Seller's costs excluding profit of work in process and the cost of raw materials purchased by Seller for fabrication of products ordered hereunder, less; (c) the salvage value of any items used or sold by Seller subsequent to Buyer's termination.  
Under termination of orders for cause: (a) Buyer will not be liable to Seller for any costs incurred by Seller; and (b) Seller will be liable for incidental and consequential damages incurred by Buyer. Buyer's failure to cover shall not bar Buyer from pursuing any other remedies available at law.  
For items carried in inventory by Seller, as distinguished from items made to Buyer's specifications, Buyer will have no liability upon termination of this Purchase Order prior to shipment. Payment provided for in this paragraph shall constitute Buyer's only liability in the event this Purchase Order is terminated.
22. **UNDER NO CIRCUMSTANCES SHALL SELLER BE ENTITLED TO ANTICIPATORY DAMAGES.**
23. **AGREEMENT.** The terms and conditions stated herein represent the complete agreement of the parties and this agreement supersedes all previous agreements with respect to this subject matter. This Purchase Order shall not be modified except with the prior written consent of the parties and shall not be modified by distribution by Seller's invoice to Buyer or signature by Buyer, its agents or employees on Seller's invoice.
24. **SEVERABILITY.** If any provision of this Purchase Order or the application thereof shall, for any reason, be deemed invalid or unacceptable, such provision shall be limited only to the extent necessary in the circumstance to make such provision valid and enforceable and its partial or total invalidity or unenforceability shall not in any event affect the remaining provisions of this Purchase Order which shall continue in full force and effect.
25. **SURVIVAL.** The rights, obligations, and responsibilities of Buyer and Seller with respect to this Purchase Order shall survive the date of performance specified in this Purchase Order.

These Stewart EFI, LLC Purchase Order Terms & Conditions supersede all Stewart EFI, LLC Purchase Order Terms & Conditions previously issued. Stewart EFI, LLC Purchase Order Terms & Conditions listed on the back side of any Purchase Order issued by Stewart EFI, LLC are superseded by this document until further notice.