

**GENESEE METAL PRODUCTS
TERMS AND CONDITIONS OF SALE**

PRICES

THE PRICES QUOTED MAY BE CHANGED BY US WITHOUT NOTICE IN ORDER TO REFLECT OUR PRICES AT THE TIME OF SHIPMENT AND ANY INCREASE IN TRANSPORTATION, LABOR OR OTHER COSTS

QUANTITIES

WE RESERVE THE RIGHT TO SHIP AND MARK ANY ORDER COMPLETE IF THE QUANTITY IS WITHIN 10% OF THE ORDERED QUANTITY

TERMS OF SALE

UNLESS OTHERWISE EXPRESSLY PROVIDED, PAYMENT IS DUE 30 DAYS FROM THE DATE OF SHIPMENT. ANY CASH DISCOUNTS WHICH MAY BE EXPRESSLY PROVIDED FOR APPLIES ONLY TO THE SALE PRICE OF THE GOODS AT SHIPPING POINT AND DOES NOT APPLY TO ANY CHARGES MADE FOR TAXES, STORAGE, LOADING OR TRANSPORTATION.

DELIVERIES

ANY SHIPPING SCHEDULE IS APPROXIMATE. WE SHALL NOT BE LIABLE FOR ANY DELAY IN DELIVERY OR FAILURE TO DELIVER CAUSED FOR ANY REASON IN WHOLE OR IN PART BEYOND OUR REASONABLE CONTROL INCLUDING BUT NOT LIMITED TO PRODUCTION SCHEDULES OF PRODUCING MILLS, UNAVAILABILITY OF MATERIALS, LABOR DISTURBANCES, ACTS OF GOD OR TRANSPORTATION DIFFICULTIES.

SUSPENSION OF PERFORMANCE

IF IN OUR JUDGMENT REASONABLE DOUBT EXISTS AS TO YOUR FINANCIAL RESPONSIBILITY, OR IF YOU ARE PAST DUE IN ANY AMOUNT OWING TO US, WE RESERVE THE RIGHT, WITHOUT LIABILITY AND WITHOUT PREJUDICE TO ANY OTHER REMEDIES, TO SUSPEND PERFORMANCE, DECLINE TO SHIP, OR TO STOP ANY MATERIAL IN TRANSIT, UNTIL WE RECEIVE PAYMENT OF ALL AMOUNTS OWING TO US, WHETHER OR NOT DUE, OR ADEQUATE ASSURANCE OF SUCH PAYMENT.

SHIPMENTS

ALL PRICES ARE QUOTED FOB CUBA, NEW YORK. UNLESS OTHERWISE EXPRESSLY STATED, SHIPMENTS MAY BE MADE BY CARRIER OR OTHER MEANS SELECTED BY US. BUYER ASSUMES ALL RISK OF LOSS OR DAMAGE IN TRANSIT.

CLAIMS

IF ANY GOODS RECEIVED BY YOU ARE NONCONFORMING, DAMAGED, VISIBLY DEFECTIVE, OR IF THE QUANTITIES RECEIVED BY YOU DO NOT AGREE WITH THE QUANTITIES INDICATED ON THE SHIPPING DOCUMENTS, AND IF YOU INTEND TO ASSERT ANY CLAIM AGAINST US ON THIS ACCOUNT, YOU SHALL WITHIN 10 DAYS AFTER RECEIPT OF SUCH GOODS, FURNISH US DETAILED WRITTEN INFORMATION OF SUCH DAMAGE, NONCONFORMANCE, DEFECT OR SHORTAGE. YOUR FAILURE TO SO INFORM US OR YOUR USE OF THE MATERIAL SHALL BE YOUR ACKNOWLEDGEMENT THAT WE HAVE SATISFACTORILY PERFORMED.

LIMITATION OF LIABILITY

YOUR EXCLUSIVE REMEDY AND OUR ONLY LIABILITY ARISING OUT OF THIS CONTRACT, SHALL BE REPLACEMENT OR REPAIR OF THE GOODS OR RETURN OF THE PURCHASE PRICE PAID BY YOU, WHICHEVER REMEDY WE SHALL SELECT. IF WE ELECT TO REPAY YOU THE PURCHASE PRICE, YOU MUST RETURN THE GOODS TO US IMMEDIATELY. EXCEPT FOR NONPAYMENT BY YOU, ANY ACTION ARISING OUT OF THIS CONTACT MUST BE COMMENCED WITHIN 60 DAYS FROM THE DATE OF DELIVERY.

CUSTOM POWDER COATING

ALL CARE IS TAKEN DURING THE CUSTOM COATING OF CUSTOMER PARTS. OUR LIMIT OF OUR LIABILITY IS FOR THE COST OF THE COATING WORK ONLY.

TOOLS, DIES AND FIXTURES

UNLESS OTHERWISE EXPRESSLY PROVIDED, ANY TOOLS, DIES OR FIXTURES WHICH MAY BE DEVELOPED FOR USE IN THE PRODUCTION OF THE GOODS COVERED SHALL BE OWNED BY US, AS WE MAY ELECT, EVEN THOUGH YOU ARE CHARGED IN WHOLE OR IN PART FOR THE COST OF SUCH TOOLS, DIES OR FIXTURES.

PATENT INFRINGEMENT

IF ANY OF THE GOODS ARE TO BE FURNISHED TO YOUR SPECIFICATIONS, YOU AGREE TO INDEMNIFY US AND OUR SUCCESSORS AND ASSIGNED, AGAINST ALL LIABILITIES AND EXPENSES RESULTING FROM ANY CLAIM OF INFRINGEMENT OF ANY PATENT IN CONNECTION WITH THE PRODUCTION OF SUCH GOODS.

CANCELLATION

A CONTRACT MAY BE CANCELED OR MODIFIED ONLY BY WRITTEN AGREEMENT BETWEEN US. YOUR INSISTENCE UPON CANCELING OR SUSPENDING FABRICATION OF SHIPMENT, OR FAILURE TO FURNISH SPECIFICATIONS WHEN REQUIRED, MAY BE TREATED BY US AS A BREACH OF CONTRACT BY YOU, AND WE MAY CANCEL ANY UNSHIPPED BALANCE WITHOUT PREJUDICE TO ANY OTHER REMEDIES WE MAY HAVE.

ENTIRE AGREEMENT

THE TERMS SET FORTH HEREIN CONSTITUTE THE SOLE TERMS AND CONDITIONS UPON WHICH WE OFFER GOODS FOR SALE. NO OTHER TERMS, CONDITIONS, OR UNDERSTANDING, WHETHER ORAL OR WRITTEN SHALL BE BINDING ON US, UNLESS HEREAFTER MADE IN WRITING AND SIGNED BY OUR AUTHORIZED REPRESENTATIVE. WE HEREBY SPECIFICALLY OBJECT TO ANY DIFFERENT OR ADDITIONAL TERMS THAT MAY BE CONTAINED IN YOUR PURCHASE ORDER.