

I. General points

1. Seller deliveries and services are made solely in accordance with these terms and conditions of Sale and Seller's performance under any proposal or contract is made expressly upon Buyer's agreement to such terms and conditions.
2. These terms and conditions shall take precedence over any terms and conditions contained in Buyer's purchase order or other similar form or in any documentation incorporated by reference in Buyer's purchase order. In the even there is a written agreement between the Buyer and Seller that conflicts with these terms and conditions set forth herein, the terms and conditions of the written agreement control.

II. Purchase Orders and Order Acknowledgements

1. Buyer, by submitting a purchase order to Seller, agrees to be subject to these terms and conditions in their entirety. All purchase orders must be bona fide commitments showing definite prices and quantities.
2. Purchase orders placed with Seller are binding on the Buyer, even if not expressly confirmed by Seller. No purchase order, whether or not submitted in response to a quotation by Seller, shall be binding upon Seller until Seller has accepted such purchase order by issuing an Order Acknowledgement.
3. Acceptance of any order is subject to final credit approval. If at any time and for any reason the financial responsibility of Buyer shall become unsatisfactory to Seller, Seller may require cash or satisfactory security on subsequent shipments or deliveries without impairing the obligation of Buyer to take and pay for the quantity of products ordered.

III. Order Changes

1. Price quotations are based on the specifications and quantities provided to Buyer and are valid for thirty (30) days from issue. Seller shall be entitled to adjust price for products to compensate for any and all costs, expenses, and/or additional costs associated with any change to a product specification or order quantity.
2. Changes to a purchase order must have written approval by Seller.

IV. Order Cancellation

1. Seller shall be entitled to compensation for any and all costs and expenses arising after placement of an order whether or not in writing, up to the date of cancellation.
2. Buyer may not cancel a purchase order accepted by Seller without the express written consent of Seller.

V. Price

All prices are based on material and labor costs at the time of quotation. The conditions stipulated in Seller's price lists or quotations apply unless otherwise agreed to in writing. Seller reserves the right to invoice the prices applicable on the date of shipment.

VI. Payment

1. Payment terms shall be net cash, due thirty (30) days from the invoice date. Payment and discount terms due date are calculated from the date of the invoice to the date payment arrives in Seller's lockbox or bank.
2. Unless express instructions have been issued to the contrary, payments shall be delivered according to the instructions contained in the invoice. Seller's employees, in particular Seller field staff (trade agents and travelling representatives) are not authorized to receive payments.
3. Seller reserves the right to charge interest, or a fee in lieu of interest, at the highest rate allowed by the law on all overdue accounts, plus all costs associated with the collection of such overdue accounts (including, without limitation, attorneys' fees), with each fraction of a month counted as a full month.
4. If the Buyer has not made a payment on time or has suspended its payments, or if circumstances occur which can be regarded as equivalent to a suspension of payments, then all Seller's claims against the Buyer become due immediately, regardless of the originally agreed date of maturity. In such cases, Seller may withdraw from all on-going contracts with Buyer in full or in part and, in particular, without setting any grace period. Seller is furthermore entitled, even without withdrawing from the contract, to demand the return of products already delivered and pursue claims to damages.
5. If the Buyer is in default of acceptance of the products or even a part delivery, or is in default of payment, Seller may refuse to execute the contract, regardless of its legal validity, until these circumstances have been rectified to the satisfaction of Seller.
6. No withholding of funds, offsets, back charges or credits against amounts otherwise due Seller is permitted unless specifically agreed to in writing by Seller. Settlement of any amounts due Buyer will be negotiated as separate items and not as offsets or credits against amounts otherwise due Seller from Buyer for products sold hereunder.

VII. Delivery

1. For shipments within the domestic United States, shipments will be made FOB SELLER'S DOCK. For shipments outside the domestic United States, shipments will be made EX WORKS. Prices do not include sales, use, or other taxes, or any U.S. port and export forwarding agent's fees, freight handling or transportation charges, export/import license fees, customs duties, or the like, all of which shall be paid and/or absorbed by Buyer, who shall indemnify Seller against all claims and liabilities thereof.
2. Unless specifications state otherwise, Seller will ship a complete order of ± 10% of the ordered quantity and Buyer agrees to pay the full purchase price for the actual quantity shipped.
3. Risk of destruction or loss of value shall pass to Buyer at such time as Seller places the products at the disposal of Buyer. If, at the request of the Buyer, the products are not delivered or if the Buyer is in default of acceptance, the risk of destruction or loss of value is transferred to the Buyer as soon as the

products are put into storage. The costs incurred for storing the products are borne by the Buyer in full.

4. Shipments shall be deemed on-time if the Buyer has been notified of readiness to ship by the acknowledged delivery date in the Seller's order confirmation. Should the Buyer suffer losses due to a delay for which Seller is culpable, Buyer is then entitled, to the exclusion of further claims, to demand default damages. These amount to 0.5% for each full week of delay, although to a maximum 5% of the value of that part of the overall delivery which cannot be delivered on time and used because of the delay.

5. Packaging costs are included in the price of the products. If Seller has expressly agreed to accept its return, reusable packaging shall be credited at 66% of the invoiced value and then only if this is returned freight prepaid and in perfect condition.

VIII. Force Majeure

Seller shall be excused from performing in the event of acts of God, industrial disputes, in particular strikes and lock-outs, acts of terror, assertions by third parties of infringement claims, late or non-delivery by suppliers of Seller, lack of adequate production capacity, failure or delay in a plant start-up, shortages of raw materials, any act, law or regulation of any government with jurisdiction over Seller, or if any other unforeseen obstacles arise which are beyond Seller's control , insofar as such obstacles demonstrably have a significant effect on the manufacture or dispatch of the products. In important cases, Seller will notify Buyer as soon as possible of the start and end of such obstacles. If for any reason, the quantities of the products covered hereby, or of any such products used in the production thereof, reasonably available to Seller shall be less than its total needs for its own use and sales, Seller may equitably allocate its available supply of any such products among its Buyers (with contract Buyers being given priority) in such manner as Seller deems proper without thereby incurring liability for failure to perform the contract.

IX. Retention of Title/Security Interest

1. The delivered products remain the property of Seller until all claims from the business relationship with the Buyer have been fulfilled by payment in full in cash of the purchase price.
2. The Buyer is entitled to re-sell the products under Seller's retention of title in regular business transactions. If, contrary to such intention, title to the products at any time prior to payment in full in cash of the purchase price is construed or held to have passed to Buyer, it is the intention of Seller and Buyer that Seller shall have, and Buyer hereby grants to Seller in such event, a security interest in said products and all proceeds therefrom.
3. Buyer shall cooperate with Seller in complying with all applicable laws and regulations and perform all acts deemed necessary or advisable by Seller to perfect and ensure Seller's security interest in said products.
4. If requested by Seller at any time when any part of the purchase price remains unpaid, Buyer shall provide to Seller in Seller's usual form, a financing statement or such other document as may be required to perfect such security interest. If circumstances become known to Seller which create doubt about the credit-worthiness of Buyer, or if it is in default of fulfilling its obligations towards Seller, Seller is entitled to demand the return of the delivered products for the purpose of security until full payment has been received. Seller can also make this demand without withdrawing from the purchase contract.
5. If the products delivered by Seller under retention of title are seized by a third party, the Buyer shall firstly inform Seller of this without delay, and secondly point out Seller's retention of title unambiguously to the enforcement officer and the attaching creditor. The Buyer has the same obligations for claims involving re-sold products under retention of title.
6. Transferring and/or pledging Seller's products to third parties is prohibited and obliges the Buyer to recompense Seller for damages.

X. Complaints

1. Dimensional specifications, both for standard sizes and special sizes, are understood to be in the normally accepted tolerances of ±5 %. Color variations are anticipated and do not represent a defect.
2. Buyer shall not return any products, under warranty claim or otherwise, without first reporting to Seller the reasons for such return and obtaining Seller's prior approval thereof, and then observing such reasonable instructions as Seller may give in authorizing any return. Seller must be notified, in writing, of complaints concerning defective or incomplete shipments of products within eight (8) days from the receipt of subject products by Buyer. Seller will not consider complaints received after this period unless they are issues related to the Material Property specifications, for which Seller must be notified within forty-five (45) days from the receipt of subject products by Buyer. Failure of Buyer to notify Seller of a complaint within the appointed timeframes will constitute a waiver by Buyer of all claims in respect of such products. In the case of a bona fide quality defect confirmed by Seller in the used or unused products delivered by Seller, Seller has the right to choose to between rework and/or a replacement delivery. Buyer is obliged to initially take in all products and await Seller's return authorization instructions for rejected products. Should the Buyer's complaint prove to be unjustified, Seller may invoice a charge for processing the complaint amounting to at least \$50 and up to 5% of the purchase price of subject products.
3. Buyer may cancel its purchase order if Seller is not able to perform rework or make a replacement delivery of product for a bona-fide defect within forty-five (45) days from Buyer's notice. The same right to cancel also exists if it is impossible for Seller to perform rework or make a replacement delivery of acceptable product.
4. Products identified as "second choice" or "job lots" are delivered without warranty or liability for defects, providing that such defects have not been maliciously concealed.
5. Seller's credit note issued for returned products is made out at the prevailing price as a matter of principle. A credit note will expire ninety (90) days after issue.

6. Improper handling, storage or use of products on the part of the Buyer releases Seller from any liability to perform rework or make a replacement delivery.

XI. Intellectual Property

1. Seller shall maintain sole ownership of all right, title, and interest in and to all of its intellectual property, including, without limitation, content and materials on its website, ideas, methods, trademarks, service marks, trade names, symbols, logos, patents, copyrights, trade secrets and know-how (collectively, the "Intellectual Property"), and no licenses to any intellectual property are created hereunder.
2. Buyer will hold Seller harmless and save, indemnify, and otherwise defend Seller against any and all liability, claims, demands, actions, proceedings, damages and costs, including attorneys' fees, arising out of or relating to this order on any and all grounds, including without limitation, any action connected with allegations of copyright infringement, invasions of any person's right to privacy or other personal or economic right, or the libelous , scandalous or obscene nature of the work produced or provided, regardless of Seller's negligence or contribution. Buyer will, at the Buyer's sole expense, promptly and thoroughly defend Seller in all legal actions on these grounds as long as Seller: a) promptly notifies the Buyer of the legal action, and b) gives the Buyer reasonable time to undertake and conduct a defense. Seller reserves the right in its sole discretion to refuse to print anything it deems illegal, libelous, scandalous, improper or infringing upon copyright law.

XII. Warranty

1. Buyer assumes all risk and liability for the use of Seller's products, whether used singly or in combination with other products. Seller warrants that all new and unused products furnished by Seller shall be in conformance with agreed upon specifications and be free from defects in material and workmanship under normal use for a period of one (1) year from the date of manufacture of such products.
2. TO THE EXTENT ALLOWED BY APPLICABLE LAW, NO OTHER WARRANTIES ARE MADE, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

XIII. Limitation of liability

No claim by Buyer of any kind shall be greater in amount than the purchase price of the products in respect of which damages are claimed. SELLER SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), OR OTHERWISE FOR DAMAGE OR LOSS OF OTHER PROPERTY, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PROPERTY OR EQUIPMENT, CLAIMS OF CUSTOMERS OF BUYER, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER. UNDER NO CIRCUMSTANCES SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH DAMAGES ARE CLAIMED.

XIV. Applicable law

All transactions to which these terms and conditions apply shall be governed and construed in accordance with the laws of the State of South Carolina, United States of America, without reference to any choice of law provision that would cause the application of the laws of any jurisdiction other than the laws of South Carolina. Seller and Buyer specifically exclude the application to such transactions of the United Nations Convention on Contracts for the International Sale of Goods (1980) and the United Nations Convention on the Limitation Period in the International Sale of Goods, as Amended by Protocol. All limitations herein on Seller's liability and remedies for breach of any duty of Seller to Buyer or any other user of Seller's products are extended to Seller's affiliates, suppliers, distributors and service providers, insofar as they may have any duties to Buyer or any other user of Seller's products.

XV. Amendment or Modification

These Terms and Conditions of Sale may be amended or supplemented only by a separate, signed agreement expressly amending or supplementing one or more of these terms and conditions and signed by a duly authorized representative of Seller and Buyer. Unless the products covered by the Order Acknowledgement are the subject of a separate written contract between the parties, the Order Acknowledgement shall constitute the entire agreement between the parties and there are no understandings, agreements or representations, expressed or implied, not specified herein.

XVI. Severability

In the event any of the terms and conditions contained herein is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other term or condition.

XVII. Assignment

This contract between Buyer and Seller is not assignable or transferrable by either party, except to its successor or to the transferee of all or substantially all the party's assets to which this contract relates.