

National Peening / Technical Metal Finishing

TERMS AND CONDITIONS OF SALE

The terms and conditions stated below are hereby incorporated therein and shall form a part of any agreement which is related to products, work or other services covered by this quotation, unless expressly excepted on the face of this quotation.

1. **QUOTATIONS:** All quotations from National Peening Inc. and Technical Metal Finishing, Inc. (hereafter "NP/TMF") shall be in writing and expire automatically sixty (60) days from the date issued unless otherwise specified. Oral quotations will not be deemed binding. All quotations for services are based on product being received in "ready to process" condition. Unless additional services for cleaning are quoted, NP/TMF reserves the right to charge an additional fee for performing the necessary remedial work to prepare the product for processing. NP/TMF reserves the right to adjust pricing if LTA Contracts fail to achieve 70% of projected volumes.
2. **TAXES:** The purchaser shall be responsible for and shall pay any additional charges which may be necessary to cover any tax or charge (other than income taxes) now existing or hereafter imposed by International, Federal, State or Municipal authorities upon products or services herein described.
3. **TOOLING:** If a tooling charge is specified on the face of this quotation, title and possession to all tools shall remain with NP/TMF.
4. **ERRORS IN PRICE:** NP/TMF reserves the right to correct all typographical or clerical errors, which may be present in this quotation.
5. **PAYMENTS:** Terms of payment for products, work or other services shall be made on the basis of Net Cash Thirty (30) Days from the date of the invoice unless defined in the attached quotation. Accounts receivable beyond these terms may be subject to finance charges; our invoice terms will take precedence. Each shipment and or service shall be a separate transaction and payment shall be made accordingly. If shipments are delayed by the purchaser, payments shall become due from the date when NP/TMF is prepared to make shipment. Products held for the purchaser both prior to and subsequent to providing the contracted service shall be at the risk and expense of the purchaser. NP/TMF reserves the right to stop delivery of goods and services if payment terms, as stated in the quotation supplied by NP/TMF for the provision of goods and services, are not met.
6. **SHIPMENTS AND DELIVERY:** Unless otherwise specified in this quotation, all shipments will be made FOB at the NP/TMF location. Unless the purchaser otherwise requests and NP/TMF agrees, NP/TMF shall select the means of transportation and routing. Upon delivery into the possession of the carrier, risk of loss or damage shall pass to the purchaser. Shipping dates are considered approximate and are based on prompt receipt by NP/TMF at its factory of all materials and parts to be furnished by the purchaser.
7. **WARRANTY:** NP/TMF warrants, except as hereinafter provided, that all products and services provided, at the time of shipment from its plant, be in conformance with written specifications agreed between NP/TMF and the purchaser regarding materials and workmanship. By this warranty, NP/TMF shall repair, if feasible, NP/TMF supplied products after examination by NP/TMF indicates such products components or parts are not in conformance with agreed written specifications regarding materials and workmanship. Remedy by repair is only offered within the scope of services provided in the original purchase order. Returned goods (transportation charges prepaid) will not be accepted without prior written authorization by an authorized representative of NP/TMF. The customer must notify NP/TMF in writing of any claimed defect within thirty (30) days upon receipt of parts at the purchaser. The warranty herein is in lieu of all other expressed or implied warranties and remedies at law or in equity. NP/TMF and the purchaser agree that damages are extremely difficult to determine and that the express remedies herein are sufficient and reasonable. THE EXPRESS WARRANTY SET FORTH HEREIN EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. **END USE:** Determination of the suitability of the products or services sold hereunder is the sole responsibility of the purchaser. NP/TMF shall in no way be responsible for the suitability of the products or services for any particular end use.
9. **CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY:** NP/TMF shall not be liable for loss of revenues or prospective profits or special, indirect or consequential damages, nor shall recovery of any kind against NP/TMF be greater in amount than the value added by NP/TMF or the purchase price charged for a service involved in the breach of warranty set forth in Section 7 herein.
10. **INTERPRETATION OF CONTRACT AND JURISDICTION:** This contract shall be governed by and construed in accordance with the laws of the State in which the plant resides, without giving effect to the conflict of laws principles thereof.
11. **ASSIGNMENT:** NP/TMF may assign or novate its rights and obligations regarding the parts, work and other services, in whole or in part, to one or more of its wholly owned subsidiaries upon written notice to purchaser setting forth the effective date of such assignment or novation. Upon the effective date of such assignment or novation, all of the rights and obligations of purchaser under this quotation and any related agreement shall vest solely in the respective subsidiaries. Purchaser agrees to execute such documents as may be necessary to effect the assignment or novation. NP/TMF guarantees the performance of its subsidiaries after the assignment or novation takes effect. The delegation or assignment by the purchaser of any or all of its duties or rights under this quotation or related agreement without NP/TMF's prior written consent shall be void.
12. **EXCUSABLE DELAYS:** NP/TMF shall not be liable for delays in delivery or warranty obligations arising out of causes beyond the control and without the fault or negligence of NP/TMF. Such causes include, but are not limited to, fires, strikes, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, acts of God, acts of customer, public enemy or the Government, shortages of materials, failure of suppliers to satisfactorily meet scheduled deliveries, and accidents or any other factors or events beyond the reasonable control of NP/TMF.
13. **MISCELLANEOUS:** All drawings, techniques or improvements (whether patentable or unpatentable) made or conceived by NP/TMF or its employees in the fulfillment of any order arising from this quotation shall be and shall remain the sole property of NP/TMF. Acknowledgement and acceptance of the purchasers order does not signify acceptance of the purchasers' terms and conditions. The NP/TMF quotation, order acknowledgement, order acceptance and services are predicated upon these terms and conditions and take precedence and govern the transaction. If a price escalation event occurs for labor, utilities, raw materials or other variable expense of more than 10% during the term of the quote effectivity, NP/TMF reserves the right to increase pricing to adjust for these expenses.
14. **ENTIRE AGREEMENT:** This quotation constitutes the entire agreement between the purchaser and NP/TMF. No representation or statement not contained in this quotation shall be binding upon NP/TMF as a warranty or otherwise. The foregoing special provisions shall prevail notwithstanding any order submitted by the purchaser arising from this quotation.
15. **TITLES:** Section titles are for convenience only and shall not be construed as a part of these terms and conditions.

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