



## TERMS & CONDITIONS

The **Terms and Conditions of Sale** as listed below are exclusive and in lieu of all other terms and conditions appearing on Customer's purchase order or elsewhere and apply to all quotations made and orders accepted by Weber Screwdriving Systems, Inc. (hereinafter referred to as "Weber") unless specifically stated to the contrary on the face of this quotation. Weber is not responsible for typographical or clerical errors made in any quotations, orders or publications. All such errors are subject to correction.

- QUOTATIONS:** Any price, quantity, or condition of sale stated in any quotation is effective for thirty (30) days from date of quotation unless changed by notice. No quotation shall have any force or effect after thirty (30) days from date of quotation unless Weber expressly extends the effective period of such quotation in writing.
- ACCEPTANCE OF ORDERS:** All orders must be addressed to Weber's main office at 149 Knob Hill Road, Mooresville, NC 28117 and are subject to Weber's acceptance and shall not be considered a contract until acknowledgement is furnished to Customer by Weber. If the terms and conditions of this quotation differ in any way from the terms and conditions of Customer's purchase order, this quotation shall be construed as a counteroffer and shall not be effective as an acceptance of such purchase order unless Customer assents to the terms and conditions contained herein, which shall constitute the entire agreement between the parties. The failure of Customer to object thereto in writing within fifteen (15) days from the date of receipt hereof shall constitute assent thereto. No additions to or modifications of any of the terms and conditions hereof shall be effective unless made in writing and signed by both parties.
- CHANGES:** All requests for changes in specifications after orders are accepted shall be made in writing and must be accepted in writing by Weber. If Weber accepts changes, then the price, schedule and other pertinent provisions of the contract shall be adjusted by written agreement of the parties prior to implementation of the change.
- DELIVERY:** The quoted shipping or delivery dates are approximate only and may be changed by Weber at its sole option. All shipping or delivery dates are subject to receipt at Weber's main office of all details and materials pertaining to the order essential to its proper execution. Under no circumstances shall Weber have any liability whatsoever for loss of use or for any direct or consequential damages resulting from delay regardless of the reason(s).
- PRICES; TERMS OF PAYMENT:** Prices are in U.S. funds, F.O.B. Mooresville, North Carolina. Payment shall be made to Weber's main office at 149 Knob Hill Road, Mooresville, NC 28117. Customer shall pay all charges for transportation and delivery and all excise, order, occupation, use or similar taxes, duties, levies, charges or surcharges applicable to the goods or services sold pursuant to this quotation, whether now in effect or hereafter imposed. In the event that formal collection proceedings are entered into, to collect a past due account, the customer hereby agrees to pay all finance and related collection costs in addition to the balance due. Prices quoted are based on the following payment schedule, unless otherwise specified on proposal: There will be a **minimum** order value of \$50.00 USD placed on every accepted order beginning January 1st 2007.

30%	—	Due with Customer's Purchase Order
60%	—	Due prior to Shipment
10%	—	Due Net Thirty (30) Days

- CANCELLATION:** Cancellation of orders by Customer can only be made with Weber's written consent and on terms and conditions then to be agreed upon which shall include, among other things, protection of Weber against all loss, and shall include payment of Weber's cancellation charges, which Customer hereby agrees to pay, as follows:

Order acceptance but before commencement of manufacture:	3% of order price
Subsequent to commencement of manufacture to 25% completion:	10% of order price
Subsequent to 25% completion to 50% completion:	50% of order price
Subsequent to 50% completion to 75% completion:	75% of order price
Subsequent to 75% completion:	100% of order price

- BANKRUPTCY / INSOLVENCY:** Weber may, at any time or times, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Weber when, in Weber's opinion, the financial condition of Customer or other grounds for insecurity warrant such action.
- WARRANTIES AND LIMITATIONS OF DAMAGES AND REMEDIES:** Weber warrants that at the time of delivery products delivered under the purchase order will conform to applicable drawings and specifications and will be free from defects in material and workmanship for a period of 2080 hours of operation. Upon prompt notice by Customer of any claimed nonconformity or defect, which notice must be given within thirty (30) days from date such nonconformity or defect is first discovered and within the warranty period, Weber's obligation under this warranty is limited, at its option, to repairing or replacing at its main office or other office as Weber may designate, with transportation charges prepaid by Customer, the product or component part thereof that is proved to be other than as herein warranted. This warranty does not extend to any of Weber's products which have been subject to misuse, accident or improper installation or storage, maintenance or application, nor does it extend to products which have been repaired or altered outside of Weber's main office unless authorized in writing by Weber or unless such installation, repair or alteration is performed by Weber, nor does this warranty extend to any labor charges for removal and/or replacement of the nonconforming or defective product or part thereof. This warranty excludes parts subject to wear or consumption including collets, screwdriver bits, bit adapters, screw feed tubes, pneumatic air hoses and springs.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, AND EXCLUDES ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND CONSTITUTES THE ONLY WARRANTY OF WEBER WITH RESPECT TO THE PRODUCT(S). FURTHER, WEBER MAKES NO WARRANTIES AS TO PERFORMANCE OR PRODUCTION, NOR AS TO EXPENDABLE OR WEARING PARTS, NOR AS TO ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED BY WEBER. THE LATTER SHALL BE COVERED BY THE EXPRESS WARRANTY, IF ANY, OF THE MANUFACTURER THEREOF.

- LIMITATION OF LIABILITY:** NEITHER WEBER NOR ITS SUPPLIER SHALL BE LIABLE, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COST OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR INCREASED COSTS OF OPERATION OR MAINTENANCE OR FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF SIMILAR TYPE.

The limitation of liability contained in this section shall be effective without regard to Weber's performance or failure or delay of performance under any other term or condition of this quotation, including those contained in any warranty.

- TITLE OF GOODS; RISK OF LOSS:** It is understood and agreed that all goods included in the order or contract are to remain the personal property of Weber, and security title and right of possession thereto shall remain with Weber until fully paid by Customer. Customer shall, on demand of Weber, execute and deliver to Weber such instruments as Weber may deem necessary to protect its interests in such title in accordance with the laws of the state in which such goods may be shipped or at any time located. Risk of loss in all goods sold hereunder shall pass to Customer upon Weber's delivery to carrier at the shipping point.
- SHIPMENT:** Shipment will be made F.O.B. Weber's main office at 149 Knob Hill Road, Mooresville, NC 28117. The quotation price does not include freight and/or handling charges. A handling fee of 1% will be charged for all machine net invoiced sales. A handling fee of \$10.00 will be charged for spare parts shipments. Weber shall prepay transportation charges and Customer shall reimburse Weber for such charges within thirty (30) days of Customer's receipt of Weber's invoice. Unless Customer's purchase order specifies the desired method of transportation (e.g., air express, motor freight, etc.), Weber will use its judgment in selecting the carrier and route. Weber is not responsible for any loss, damage or delay that may occur after goods have been accepted, for shipment, by the transportation company. Claims for shipping damages should be made with the carriers. Any goods or services shipped and invoiced shall be due for full payment within agreed terms, even if said goods or services are claimed as 'not received' by the customer within 6 months of the date shipped.
- RETURNS:** Material shall not be returned to Weber without Weber's prior written permission. Weber may charge up to a 25% restocking fee of the 'net selling price' for any returned parts and accessories considered by Weber as non-defective. Customized parts and accessories are non-returnable.
- FORCE MAJEURE:** Weber shall not be liable for any failure in performance arising from any cause beyond the reasonable control of Weber. Such causes include but are not restricted to acts of God, acts of Customer, the public enemy or the government, governmental priorities or allocations, breakdowns, or failure of plant machinery or equipment, war, fires, floods, epidemics, quarantine restrictions, strikes or other labor difficulties, labor shortage, freight delays, embargoes, or other lack of transportation, unusually severe weather, or delays of suppliers.
- ARBITRATION:** Any dispute concerning a question of fact and/or law arising under an Order which is not disposed of by agreement of the parties shall be decided, at Weber's sole option, by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Prevailing party shall recover its costs and expenses, including reasonable attorneys' fees, from losing party.
- DEFINITIVE CONTRACT:** This quotation sets forth the entire understanding between the parties with reference to the subject matter hereof. All clauses contained in law and regulations have been considered by the parties hereto and those clauses not included are deemed to have been specifically considered and excluded by the mutual agreement of both parties.
- AFFECT ON INVALIDITY:** The invalidity in whole or in part of any provision hereto shall not affect the validity of any other provisions.
- GOVERNING LAW:** The rights of Weber and Customer and the interpretation of this quotation shall be construed and interpreted in accordance with the laws of the State of North Carolina.
- WAIVER:** No failure of Weber to insist upon strict compliance by Customer with the foregoing terms and conditions, or to exercise any right accruing from any default of Customer shall impair Weber's rights in case of Customer's default continues or in case of any subsequent default by Customer. Waiver by Weber of any breach of contract shall not be construed as a waiver of any other existing or future breach.