

Terms and Conditions of Sale

A. AGREEMENT

1. These Terms and the provisions to which these Terms are attached shall constitute the entire agreement ("Sale Agreement") between the Buyer and Hadco Metal Trading ("Seller") as to the sale of these Goods, and shall supersede all prior oral or written agreements and can be modified or canceled only by an agreement in writing. In case of any inconsistency between these Terms and other provisions of the Agreement, such other provisions shall prevail. Buyer expressly WAIVES all provisions contained in any of Buyer's correspondence or forms involved in this sale which negate, limit, extend or conflict with the Agreement.
2. BUYER agrees that it has not been induced to enter into this Agreement by any oral or written representation, guaranty or warranty made by SELLER, its employees, agents or representatives other than as expressly set out in this Agreement.
3. As used herein, "Sales Order" means an electric document that captures and records the Buyer's request for Goods or services and contains all pertinent information to process the Buyer's request throughout the whole process cycle. Once the Sale Order is confirmed by the Buyer, Cancellation will only be permitted by the Seller's agent. Canceling an order or violating any other terms of order by the Buyer may cause total loss of material value and the Buyer will be obliged to compensate Hadco there upon.

B. PRICE, TERMS OF PAYMENT, TRANSPORTATION, WEIGHT, TOLERANCES, OVERSHIPMENT ALLOWANCES, AND TAXES.

1. Buyer shall purchase the Goods from Seller at the prices stated in the Sales Order. Seller's published prices, terms of payment, including discounts, and transportation terms in effect at the confirmation date of the Sales Order of Goods.
2. Unless otherwise agreed upon by the parties and stated in the Sales Order, prices specified in the Sales Order do not include sales, use, excise, value added or similar taxes. Buyer will be responsible to pay all sales, use, delivery, port, excise and other taxes, duties, or charges presently or hereafter payable in respect to this transaction, or if paid by Seller for the account of the Buyer, Buyer agrees to reimburse the Seller on demand.
3. Weights and sizes of the Goods shall be determined in the Sales Order.
4. All delivery times for the Goods sold in the Sale Agreement are estimates only and is not guaranteed by Seller, provided that Seller will exercise its commercially reasonable efforts to meet the shipment date(s). Hadco Metal Trading Co. will not be responsible for any delay not caused by its gross negligence or willful misconduct.
5. All deliveries are subject to the tolerances of +/- 10% of the quantity ordered in the Sale Order.

C. PAYMENT

1. Unless otherwise agreed upon by the parties and stated in this Sales Order, terms of payment for shipments are net cash within 30 days from the date of invoice.
2. Seller shall have the continuing right to approve Buyer's credit, and may at any time demand advance payment, satisfactory security or a guarantee of prompt payment.
3. Interest at the rate of 18% per annum will be charged on delinquent accounts and handling fee on bounced check will be \$100.
4. A service charge will be imposed on overdue amounts, Buyer agrees to pay Seller's costs of collection of overdue invoices, including, but not limited to attorneys' fees.

5. If Seller directs Buyer to remit payment to bank or other depository, Buyer agrees that such payment shall not necessarily constitute payment in full or a final settlement of Buyer's account notwithstanding any language to the contrary on Buyer's check, draft, or other order.

D. INSPECTION AND REJECTION OF NONCONFORMING GOODS

1. All material should be inspected by the Buyer upon receiving,
2. All product claims are subject to verification by an authorized Hadco Representative and must be made within 5 days of signed receipt of materials. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the 5 days' claim period.
3. Materials proving defective to stated industry standards may be replaced. Materials noted as damaged at receipt will be given claim consideration.
4. Claims for labor and time spent are not allowed.
5. All returned material is subject to restock fee.
6. Any material that was modified, treated or processed by the Buyer will not be accepted for a return.

E. WARRANTY

1. SELLER MAKES NO WARRANTY OF FITNESS FOR BUYER'S PARTICULAR USE OR PURPOSE, NOR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. SELLER EXPRESSLY DISCLAIMS ALL ORAL WARRANTIES.
2. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DOES NOT WARRANT THE ACCURACY OR SUFFICIENCY OF ANY ADVICE OR RECOMMENDATIONS GIVEN TO BUYER IN CONNECTION WITH THE SALE OF GOODS HEREUNDER.

F. DEFAULT

a. OF BUYER

1. Buyer shall be liable for Seller's damages caused by Buyer's default hereunder.
2. Seller will have all the rights and remedies of a secured party under the Pennsylvania enactment of the Uniform Commercial Code or if the Goods are located outside the United States, then the equivalent thereof. The security interests granted to Seller under this Sale Agreement will automatically terminate upon payment in full of the purchase price for the Goods and Buyer will be entitled to file a UCC-3 termination statement evidencing such.
3. If any amount is overdue or Buyer otherwise breaches this Agreement, or if Buyer's financial responsibility becomes impaired, or Buyer refuses to give any payment, security, or guarantee demanded, Seller may terminate this Agreement and/or refuse to deliver any undelivered Goods and Buyer shall immediately become liable to Seller for the unpaid price of all Goods delivered and for damages.

b. OF SELLER

1. In the event of a breach of warranty by Seller, Seller at its option shall either (i) replace or repair the Goods, (ii) refund the purchase price upon return of the Goods, or (iii) grant a reasonable allowance on account of such breach. Buyer shall not return any Goods until Seller has had reasonable opportunity to investigate the claim and then only upon receipt of Seller's written shipping instructions. THIS SHALL BE BUYER'S EXCLUSIVE REMEDY.

2. Buyer waives all claims arising from breach of warranty or any other breach of this Agreement by Seller unless Seller receives written notice of breach within five (5) days after delivery of the Goods.
3. Neither Seller nor Buyer shall be liable for any special, incidental, consequential, contingent, negligent or punitive damages resulting from breach of warranty, delay of performance, or any other default hereunder.

G. TITLE AND RISK OF LOSS. Title, risk of loss or damage passes to Buyer upon delivery of the Goods at the Shipping Point.

H. FORCE MAJEURE

1. Neither Buyer nor Seller shall be liable for any damages resulting from any delay or failure of performance arising from any cause not reasonably within such party's control including, but not limited to, the following: Acts of God; fire, earthquake, hurricane or other windstorm; labor disputes, whether or not the demands of labor are within the ability of the party to meet; embargoes; unavailability or shortage of power, labor, transportation, raw materials, or usual means of supply; shortage or curtailment of energy sources, wars; rebellions, civil disorders; regulations or acts of government, government agencies or instrumentality's; or any other cause whether similar or dissimilar to the foregoing. The party affected by the force majeure shall give prompt notice thereof to the other.
2. In the event of force majeure, the time for performance under this Agreement (except Buyer's obligation to pay to Seller money due) shall be extended for any period reasonably necessary due to such occurrence, during which this Agreement shall remain in full force and effect; provided, however, that Seller may terminate this Agreement at any time during such extension period. Seller shall have the right to allocate its available Goods among its own uses and its customers, including those not under contract, in such manner as Seller may deem fit. Seller shall have no obligation to purchase substitute goods or transportation in order to complete delivery to Buyer; and if Seller contemplated a specific source of supply, manufacture or transportation, whether or not specified in this Agreement, Seller shall not have any obligation to deliver goods to Buyer from or by any other source.

I. PATENTS

1. Buyer shall defend and hold Seller harmless from any claim made against Seller or its suppliers that the manufacture or sale of goods supplied constitutes infringement of any United States patent, if such goods were manufactured pursuant to Buyer's designs, specifications, processes, and/or formulas, and were not normally offered for sale by Seller, provided Seller promptly notifies Buyer in writing of the claim and gives Buyer full authority, information, and assistance (at Buyer's expense) for the defense of same.
2. The foregoing constitutes the parties' entire liability for claims or actions based on patent infringement.

J. WAIVER. Neither party shall be deemed to have waived any of its rights, powers, or remedies, under this Agreement, or at law or in equity, unless such waiver is in writing and is executed by it. No delay or omission by either party in exercising any right, power, or remedy, shall operate as a waiver thereof or of any other right, power, or remedy. No waiver by either party of any default shall operate as a waiver of any other default, or of the same default on another occasion.

K. CHOICE OF LAW. This agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania in all respects.

L. ASSIGNABILITY BUYER. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.