

This document is the governing document for any and all sales orders approved and authorized by **Mid-States Bolt & Screw Co.** (hereafter referred to as MSBS). These Terms of Sale supersede all previous agreements between the Customer in the Order Acknowledgment and MSBS. All sales by MSBS are made subject to the terms and conditions herein and by acceptance of the Order Acknowledgment and receipt of the parts ordered, Customer unconditionally acknowledges and agrees to these Terms of Sale. The Customer and MSBS acknowledge and agree that these Terms of Sale constitute the entire agreement between the parties with respect to the purchase and sale of the goods described in the Order Acknowledgment. This agreement shall be governed by and construed in accordance with the laws of the state of Michigan without reference to principles of conflict of laws.

PRICES With the exception of current contracts, all prices are subject to change without notice, and the prices of products on order but unshipped may be adjusted to the price in effect at the time of shipment. All discrepancies must be reported to MSBS within 7 days.

PAYMENT All accounts require prior credit approval. Upon approved credit, payment is due per account terms. Invoices may be transmitted electronically, by fax, or via U.S. mail. In the event of nonpayment reasonable fees will be assessed including but not limited to collection fees, attorney expenses and other associated legal fees. Invoices 30 days beyond terms may be subject to interest charges of 2.00% per month.

RETURNS AND CANCELLATIONS No order may be canceled or altered by the Customer except upon terms and conditions acceptable to MSBS, as evidenced by MSBS's duly authorized written consent. Returns shall be considered only within 30 days of invoice date. A restocking charge may be applied to all authorized returns due to Customer error. Returns apply only to standard, stock inventory items and not to special parts that are made or stocked to unique Customer or special circumstance specifications. To calculate restocking charges, MSBS shall consider the order history of the Customer, the circumstances of the return, the orientation of the Customer's business operations toward MSBS, and the cost of the return itself, in calculating such restocking fees. A restock is acknowledged by the Customer upon requesting a Return Material Authorization from MSBS. The Customer must complete the return within thirty (30) days of issuance, and must use a photocopy or facsimile of the Return Material Authorization as a Packing List back to MSBS.

SHIPPING MSBS reserves the right to under or over ship the order quantity of all non-stock items by 10% as a result of our production processes, unless otherwise directed in the Order Acknowledgment. All shipments are made F.O.B. unless drop shipped at the sole discretion of MSBS, or by directive from the Customer. Freight is billed either Freight Collect, 3rd party Collect or Prepay.

UNANNOUNCED CHANGES Data published in all catalogs and advertisements-including prices, tolerances and specifications-are subject to change without notice.

TAXES The Customer shall bear the cost of all import duties, manufacturer's tax, retail occupation tax, use tax, sales tax, value added tax, excise tax, duty or charge of any nature whatsoever imposed on or measured by the transaction between MSBS and Customer, in addition to the prices quoted or invoiced, and in the event MSBS is required to pay such tax, duty, or charge, the Customer shall immediately reimburse MSBS the payment so paid.

PLAIN FINISH PARTS MSBS makes efforts to ensure that plain finish parts arrive at the Customer in good and corrosion-free condition. Such steps include the use of special packaging, the distribution of special corrosion prevention coatings, sealing in specially-designed plastic bags, and handling of parts at MSBS's plant by personnel wearing protective gloves. In spite of these efforts, it is possible, particularly during late summer and in conditions where freight firms allow contact of the shipping containers with weather elements, for parts to develop surface corrosion, especially if contacted by unprotected human hands upon receipt. **As a result, we are unable to guarantee the shelf life of any plain-finished parts. NOTICE! SPECIAL CARE & HANDLING REQUIRED FOR PLAIN FINISH PARTS! Plain finish parts require special handling to prevent surface corrosion and to extend shelf life. Limited warranty for surface finish: 30 days from date of shipment.** At the factory a special sealer and treatment is installed to prevent corrosion, and specially-formulated plastic liners are used to protect parts from the exterior atmosphere. During final production, parts are tumbled to remove burrs, and all draw lubrication and surface oils are removed. The post-tumbling treatment is intended to add back surface treatment, providing parts "dry to the touch" with shelf life. There are significant limitations in this process. It is vital that the following handling instructions be maintained:

- o Inspect the shipment packages. If there are any wet marks or evidence of moisture, or if containers are cracked or torn open in any manner, report to the carrier and write "Concealed Damage" across the face of the Bill of Lading at receipt.
- o Do not remove parts from original packing until ready for use.
- o If the package is opened, reroll the inner liner and reclose the box for storage.
- o When touching plain finished parts, wear neoprene, latex, or thick cotton gloves, so that hand oils are not allowed to contact the surface of the parts.
- o Avoid human sweat or any type of contaminant to contact the surface of the parts.

By not handling plain finish parts in a proper manner, surface corrosion can appear in as little as 24 hours, especially during the months of June, July, August, and September in North America. Improper handling will void any and all warranties. The shelf life of plain finish parts can be extended if the parts are oiled "wet to the touch." For information about this process, contact MSBS Sales Engineering.

DELIVERY, DELAY, AND SHORTAGE All quoted delivery dates and/or periods are approximate and shall commence when the Customer has provided complete specifications and/or applicable documents required to effect shipment. Title and risk of loss or damage in transit shall pass to the Customer upon delivery of products to a carrier or courier from MSBS. MSBS reserves the right to make delivery in installments; and all installments, when separately invoiced, shall be paid for when due. Delay in delivery of any installment shall not relieve the Customer of its obligations to accept remaining deliveries. MSBS shall not be liable for any damages as a result of any delay due to any cause beyond MSBS's reasonable control, including but not limited to any act of God, act of the Customer, embargo or other government act, regulation or request, fire, accident, strike, slowdown, war, riot, shortage, delay in transportation, or delayed delivery by suppliers. In the event of any such delay, the time for delivery shall be extended for a period equal to the time lost by reason of any such delay. Claims for shortages or other errors must be made in writing to MSBS within 7 days after receipt of shipment; and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the Customer.

HYDROGEN EMBRITTLEMENT - All electroplated parts are subject to hydrogen embrittlement. The Customer should test the product in assembly conditions prior to full production for failure conditions inherent to the assembly or assembly environment. Any use of the fasteners constitutes acceptance of the product as is. All warranties implied or otherwise, shall become null and void.

LIMITED WARRANTY Products purchased from MSBS by the Customer may be manufactured by third parties, which may or may not provide a warranty to the purchases of their products. MSBS agrees, upon request by the Customer, to assign the Customer any and all such warranties without recourse. MSBS warrants that all products shipped against this order will conform to specifications and drawings submitted and that such products will be manufactured and inspected according to generally accepted applicable practices of companies manufacturing industrial fasteners. Unless dimensions are limited by a specific tolerance set forth in a Customer supplied and approved document, commercial tolerances will apply. Any change or alteration to parts, whether by Customer, freight company, or outside contractor such as a plating or heat treating contractor, nulls the warranty. This warranty is made in lieu of all other warranties, express or implied, including warranties of merchantability and fitness for a particular use. MSBS warrants that all products manufactured and supplied hereunder shall be free of defects in materials and workmanship for a period of thirty (30) days from date of shipment. This warranty is void unless the Customer inspects the products when received and notifies MSBS of any rejections based on non-conformity to specifications or defects in the products within ten (10) days after receipt thereof by the Customer. This warranty does not apply to any products that are reworked or subjected to any type of additional processing by the Customer, or any other party. If within the thirty (30) day period any such product proved to MSBS's satisfaction to be defective, such products shall be repaired or replaced at MSBS's expense. Such repair or replacement shall be at MSBS's sole discretion, and the Customer's exclusive remedy hereunder. Any description of the product, whether in writing or made orally by MSBS, or MSBS's agent, is for the sole purpose of identifying the product and shall not be construed as an express warranty. Any suggestions by MSBS or MSBS's agent regarding use, application, or suitability of the product shall not be construed as an express warranty unless confirmed to be such in writing by MSBS.

EXCLUSION OF CONSEQUENTIAL DAMAGES AND LIABILITY DISCLAIMER This warranty is limited to replacement of the parts sold. No other costs may apply. MSBS makes no warranty as to fitness or merchantability of its parts for any purpose or particular use. **MSBS's liability with respect to products sold shall be limited to the warranty provided herein, and with respect to other performance of this contract, shall be limited to the contract price allocable to the product (or part thereof) that gives rise to the claim. MSBS shall not be subject to any disclaims; any other obligations or liabilities arising out of breach of contract; any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold or services rendered by seller, or any undertakings, acts of omissions related thereto; all consequential, incidental, and contingent damages whatsoever.**

Without limiting the generality of the foregoing, MSBS specifically disclaims any liability for penalties (including administrative penalties,) special or punitive damages, damages for profits or revenues, cost of any product recall, loss of use of products or any associated equipment or device, cost of capital, facilities or services, downtime, shutdown costs, or any other types of economic loss.