

A. Terms and Conditions

- 1) **CONTRACT** Any contract or agreement of sale between Plastronics Socket Partners LTD. hereinafter designated as Seller, and the Buyer is subject to the terms and conditions of sale hereinafter set forth. Any deviation from such terms and conditions must be specifically set forth in writing and consented to by Seller
- 2) **CONFIRMATION** An order shall be deemed accepted only when duly confirmed by Seller, at 2601 Texas Drive, home office in Irving, Texas 75062 and upon such confirmation the order shall become contract binding upon the parties hereto, their successors and assigns.
- 3) **PRICES** Prices shown are list prices and may be subject to the applicable discounts. Unless otherwise agreed upon in writing, prices are FOB factory. Prices and discounts are subject to change without notice until order is accepted. Seller's prices do not include cost of any inspection or permits required.
- 4) **LIMITED WARRANTY** Seller warrants the goods sold hereunder to be free from defects in material and workmanship under normal use and service not arising from misuse, negligence, or accident, including but not limited to the use, installation and transportation of the goods by Buyer, its agents, servants, employees, or by carriers. Seller's obligations under this warranty are limited to remedying any deficiencies in the goods at shipping point or at such place or places in the United States of America as may be designated by Seller. This warranty shall pertain to any part or parts of any goods to which Buyer has, within 180 days following delivery of such goods to Buyer or its nominees, or the carrier, as the case may be, given written notice of claimed defects to Seller. Buyer shall be required to furnish Seller with details of such defects and this warranty shall be effective as to such goods which Seller's examination shall disclose to its satisfaction to have been defective and which at Seller's option shall promptly thereafter be returned to Seller or its nominees. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED.** In no event shall the Seller be liable to the Buyer or to any other person for any loss or damage, direct or indirect, arising out of or caused by the use or operation of the goods, or for the loss of profits, business, or good will. Seller shall in no event be liable to any person or firm (including any assignee of Buyer) except Buyer and its successors. Unless specifically authorized by Seller in writing, Seller shall not become responsible for any repair work done by Buyer or any other party on any goods sold. Any costs of the return of such goods to Seller shall be borne by Buyer.
- 5) Goods sold but not manufactured by the Seller are being warranted as to defect in material and workmanship consistent with the limited warranty policy of the original manufacturer of the goods and if there is not such a limited warranty policy, the warranty shall be limited to the provisions of the preceding paragraph of Article 4 herein.
- 6) **SHORTAGE AND NON-CONFORMITY** Any claim of shortage or that the goods do not conform with the specifications of the order or model must be made in writing ten (10) days after delivery of the goods (as to which such claim is made) to Buyer or its nominees, but in no event shall the claim be later than within the time limit provided the carrier or insurance company, otherwise such claim shall be deemed waived. The samples, measurements, dimensions and weights contained in the Seller's catalogues, sales manuals, photographs and drawings constitute only an approximate guide. The Seller reserves the right to make any changes which the Seller, in its absolute discretion, considers necessary.
- 7) While the goods will be delivered principally according to specifications or standards or quantities agreed upon, insignificant deviations or insignificant changes in construction are permissible. The same applies to part deliveries.
- 8) In the event that Buyer has a verified claim of shortage or of non-conformity of the goods to the specifications of the order or the model, and if such claim has been submitted within the required time limit as set forth above, the Seller shall, at its own expense, make up to the shortage of the goods, or replace or repair the goods, as the case may be, but in no event shall Seller be or become liable to Buyer or to any other person or persons for any loss or damage, direct or indirect, arising out of or caused by such incidents or for the loss of profits, business or good will.
- 9) Shipping dates are estimates unless parties expressly agree on time of the essence.
- 10) **FORCE MAJEURE** The obligation of Seller shall be modified or excused, as the case may be, for reasons of Act of God, war, governmental law or regulations, strikes or lock-outs, fire, breakdown of machinery, whether in its own business enterprise, or if for any other cause beyond Seller's control, the goods cannot be delivered or their delivery becomes delayed in whole or in part. In the above instances time for delivery shall be extended for the period of the delay caused, with the proviso, however, that either party may cancel in writing the undelivered portion of the order or contract if the delay exceeds six (6) months from the delivery date originally confirmed by Seller. In no event shall Seller become liable in the aforesaid instances to Buyer or any third party for consequential damages or business loss.
- 11) **SHIPMENT AS UNITY** Each shipment by Seller shall be treated as a separate and distinct unit with respect, but only with respect to forwarding, terms of payment, and the making of claims by the Buyer, provided, however, that if the Buyer defaults in the payment of any obligation to Seller or any installments thereof, under any agreement between Buyer and Seller, or if Buyer refuses to accept any goods when tendered for delivery, the Seller may, on fifteen (15) days written notice to the Buyer, without prejudice to seller's other lawful remedies, either defer further performance until the defaulted payments are made in full, or make future deliveries for cash in advance only, or treat the entire contract or contracts with Buyer as breached by the Buyer and pursue its remedies for breach.
- 12) **BUYER'S REFUSAL OF DELIVERY** If Buyer refuses to accept delivery of any goods tendered for delivery, then Seller, without prejudice to Seller's other lawful remedies, may either store or cause such goods to be stored in a warehouse, for Buyer's account and at Buyer's cost, risk and expense, or sell such goods (without notice) to any purchaser at public or private sale, and hold Buyer liable for any difference between (a) the contract price of the goods, and (b) the price at which such goods are resold less the costs and expense of such resale including brokerage commissions, or restocking charges.
- 13) **IN TRANSIT** If prior to delivery or while the goods are in transit, Buyer or Seller becomes bankrupt or insolvent, or any petition in bankruptcy or for reorganization, or for a state court receivership is filed against Buyer or Seller, as the case may be, then the other party hereto may forthwith terminate this contract by giving written notice of such termination. Such termination shall not affect any claim for damages available to the Buyer, provided that if Buyer is then indebted to Seller, the amount of any such damage claim shall be abated to the extent that the indebtedness of Buyer to Seller, as actually paid in money, is abated by any order or judgement entered or any plan adopted in any bankruptcy, reorganization, receivership, or similar proceeding. Such termination shall not prejudice the Seller's rights to any amounts then due under the contract. If Buyer becomes bankrupt or insolvent or any petition in bankruptcy or for reorganization or for a state court receivership is filed against Buyer, then, at its option, Seller may take possession of any goods theretofore sold to Buyer, in connection with which the full purchase price has not been paid, analogous to the terms and provisions set forth in Paragraphs 11 and 12 hereinafter.
- 14) **DELIVERY** (a) Unless otherwise agreed, delivery of the goods to any carrier shall constitute delivery to the Buyer, and thereafter the risk of loss or damage to the goods shall be upon the Buyer.
- 15) If the Buyer does not give delivery instructions to the Seller at least 30 days prior to the delivery date ex factory confirmed by the Seller, the Seller may deliver the goods to a carrier of its own choosing, at Buyer's cost and risk, or, at Seller's option, and store the goods on the pier or in any warehouse, at Buyer's cost or risk. Any purchase price in such event becomes due and payable within ten (10) days of such storage.
- 16) **PAYMENT OF PURCHASE PRICE** Time of payment is 30 days after shipment date. Upon default in any of the terms of the contract or failure to comply with any of the conditions thereof, or upon seizure of the property under execution or other legal process, or if the Buyer becomes bankrupt or insolvent, or any petition for reorganization or for a state court receivership is filed against Buyer, or if the Buyer makes any assignment for the benefit of its creditors or otherwise sells, encumbers or disposes of the goods, or if for any other reason the Seller should deem itself insecure, the full amount of the purchase price then remaining unpaid shall at once become due and payable at the option of the Seller.



- 17) **BUYER'S DEFAULT** Upon the Buyer's default, the Seller may dispose of the merchandise in any manner that it deems fit and, if it desires to resell same, may do so at private or public sale, with or without notice, and with or without the property being at the place of sale, subject, however, to applicable laws. The Seller or its assigns shall have the right to bid at such sale and may become the purchaser of the property. The proceeds of the sale shall first be applied to the expenses incurred in retaking, repairing, storing and selling the goods, reasonable attorney's fees included, and then shall be applied to the payment of the balance due under the contract. Any surplus remaining shall be paid to the Buyer. If a deficiency results after the resale, the Buyer agrees to pay such forthwith, together with reasonable attorney's fees, for the recovery of the goods incurred by the Seller. If, upon the Buyer's default, the Seller elects not to resell any goods which it may repossess, then the cost of repossession, including reasonable attorney's fees, shall forthwith be due and payable from Buyer to Seller.
 - 18) **SECURITY INTEREST AND TITLE** In states and localities which are governed by the Uniform Commercial Code, this contract shall serve as security agreement, reserving in Seller a security interest until full payment of purchase price. The provisions of the Uniform Commercial Code regarding security interest shall have preference and apply if inconsistent with other terms of the conditions of sale. In states and localities where the Uniform Commercial Code does not apply, title to the goods shall remain in the Seller or its assigns until full payment of the purchase price.
 - 19) Buyer agrees to execute forthwith any and all documents in such a way and form as Seller may need for filing or recording the security interest under the Uniform Commercial Code with the proper registers or offices, or for filing or recording the conditional sales contract.
 - 20) **SALES AND USE TAX** Buyer agrees to bear and pay any sales or use tax in connection with the purchase herein and to hold the Seller harmless from payment. At the option of the Seller, Buyer shall give evidence of payment or of exemption certificate.
 - 21) **INSURANCE** The buyer shall keep the goods insured against damage by fire, water or other casualty as required by Seller, with a company acceptable to Seller, with loss payable to Seller for the total purchase price until the Seller is fully paid. Seller, if it so elects, may place said insurance at Buyer's expense; Seller may cancel such insurance at any time and without notice and may receive the return premium, if any.
 - 22) **MODIFICATIONS BY SELLER** Any contract may be assigned or transferred by Seller, or the time for the making of any payment due by Buyer may be extended by Seller without derogation of any of the rights of the Seller or its assigns. Waiver by any party of any default shall not be deemed a waiver of any subsequent default.
 - 23) **RETURNED GOODS** No goods will be accepted for return unless authorized in writing by Seller. In all cases, transportation and restocking charges will be borne by Buyer.
 - 24) **PACKING** The Seller does not charge for standard packaging for domestic shipment. The Buyer will be charged, however for export packaging or other special packing desired. Cost for cartage to ship or transfer express will be added to the invoice. No credit will be allowed if no packing is required.
 - 25) **EXPORT ORDER** Export orders are to be accompanied by a confirmed irrevocable Letter of Credit in Seller's favor, in United States currency, with an accredited United States bank, subject to Seller's draft, with shipping documents attached.
 - 26) **CANCELLATION** Placing orders on hold or cancellation of orders require Seller's written approval, and are subject to 100% cancellation and/or 100% restocking charges.
 - 27) **BUYER'S RESPONSIBILITY AS TO MAINTENANCE** Buyer shall use and shall require its employees and agents to use all safety devices and guards and shall maintain the same in proper working order. Buyer shall use and require employees and agents to use safe operating procedures in operating the equipment and shall further obey and have its employees and agents obey safety instructions given by Seller.
 - 28) If Buyer fails to meet the obligations herein, Buyer agrees to indemnify and save Seller harmless from any liability or obligation with regard to any personal injuries or property damages directly or indirectly connected with the operation of the equipment.
 - 29) Buyer further agrees to notify Seller promptly and in any event not later than ten (10) days after notice or knowledge of any accident of malfunction involving Seller's equipment which has caused personal injury or property damages and to cooperate fully with Seller in investigating and determining the causes of such accident and malfunction. In the event that Buyer fails to give such notice to Seller or to cooperate with Seller, buyer shall be obligated to indemnify and save Seller harmless from any claims arising from such accident.
 - 30) **MISCELLANEOUS PROVISIONS (a)** If for any reason a provision of a contract is legally invalid, then in such event the rest of the contract shall remain in full force and effect, except that the parties shall try to replace such invalid provisions with a provision closest to their original mutual intentions.
 - 31) Any amendments to any contract or contracts require the consent in writing by both parties.
 - 32) **JURISDICTION** Any dispute arising under the contract shall be brought before any court or proper jurisdiction within the county of Dallas, Texas.
 - 33) **NON-ASSIGNMENT BY BUYER** Contract or contracts may not be assigned by the Buyer without prior written consent of the Seller.
 - 34) **APPLICABLE LAW** All contracts are governed by the applicable laws of the State of Texas.
 - 35) **TOOLING** When only a partial tooling charge is made all tooling shall remain the property of and in the possession of Plastronics, Inc. unless otherwise agreed to in writing.
 - 36) **BINDING EFFECT** Nothing herein contained shall be binding upon Plastronics, Inc. until an order has been placed by the Purchaser and accepted by an officer of the corporation.
 - 37) **CHANGES** The terms hereof are not subject to verbal changes and any agreements in variance of the terms hereof shall be in writing and approved by an officer of the corporation.
 - 38) **PATENTS AND COPYRIGHTS** The Purchaser must assume all liability for patent and copyright infringements upon goods manufactured for the Purchaser in accordance with Purchaser's specifications.
- TRADE CUSTOMS AND LAWS** Conditions not specifically covered herein shall be governed by the established trade customs and the Laws of the State of Texas in force on the day hereof. Terms inconsistent with those stated herein appearing on Purchaser's formal order shall not be binding upon Plastronics.

