

PETERSON TOOL COMPANY PURCHASE ORDER/QUOTATION TERMS AND CONDITIONS

As stated herein, "seller" is Peterson Tool Company and "buyer" is the recipient of the quotation and/or the end user of the tooling.

- 1. Quotations:** All quotations by seller are offered to buyer for acceptance within ninety (90) days unless specified on the quotation. If the quotation is not accepted by buyer within the designated period the quote shall be deemed withdrawn. Any purchase order sent by buyer on buyer's form shall be deemed a request to purchase the identified tooling in the quantity set forth in the purchase order. These terms and conditions are the only terms that govern the sale of the tooling or other goods by seller to buyer. Seller expressly does not accept any other terms and conditions set forth in such a purchase order or otherwise referenced or incorporated therein. Seller's approval of buyer's credit shall be a necessary condition precedent to seller's agreement to perform any work.
- 2. Approval drawings:** If approval drawings are required and are not returned from the buyer within two (2) business days after seller provides such drawings to buyer, the quoted delivery schedule shall be adjusted by the delay in print approval.
- 3. Order Acknowledgement:** Seller reserves the right to rescind any quotation at any time prior to acceptance by buyer. All purchase orders received by seller will be acknowledged within three (3) business days. Minimum order amount is \$100.00 USD or subject to additional fees. Seller reserves the right to ship $\pm 10\%$ of the insert order quantity unless otherwise noted by buyer. Order Acknowledgement by Seller does not constitute acceptance of Buyers Terms and Conditions of Purchase Order.
- 4. Delivery:** Seller shall arrange for shipment of the finished goods to the location set forth in the quotation. Buyer acknowledges that unless expressly requested by buyer and entered on the quotation, the quoted delivery schedule is not "of the essence." Goods shall be delivered FOB seller's location. Seller shall not be liable for any delays, loss, or damage occurring during transit of the goods for delivery.
- 5. Cancellations:** Once an order has been accepted, orders may be cancelled or deliveries deferred only upon the condition that the buyer assumes immediate liability and makes payment for all work completed and in process. Such charges shall include raw material, unamortized tooling, engineering, handling, overhead, and production costs. Such charges to be determined at time of cancellation or deferment.
- 6. Prices:** The prices quoted are valid only for the quotation in which they are contained and may not be utilized as a basis for pricing similar, repeat, or subsequent testing.
- 7. Payment:** All sales, if on credit, are net thirty (30) days from date of shipment, unless otherwise specified on invoice. Buyer shall pay for all collection costs, attorney's fees and court costs incurred in collection, regardless of whether judicial action is taken or otherwise.
- 8. Expediting Fees:** Orders may be expedited for an earlier delivery date than acknowledged for a nonrefundable fee. Expedite ship dates are a best estimate within two business days, otherwise prorated fees may apply. All expedited orders will ship according to method on buyers purchase order. Seller accepts no responsibility for delay in transit or delivery.
- 9. Warranty:** Seller warrants that goods manufactured will conform to the drawings and specification furnished by the buyer, and will be delivered free and clear of encumbrances. In the event of a breach of this warranty, buyer's sole remedy shall be for seller to provide conforming goods at seller's cost. There are no other warranties, expressed or implied, including without limitation warranties of merchantability, fitness for purpose, or noninfringement. Buyer expressly acknowledges and agrees that seller manufactures the goods in response to and based on buyer specifications, and therefore buyer is responsible for and shall indemnify seller against any claim that the goods infringe a third party's intellectual property.
- 10. Limited Liability:** Seller's liability shall be limited to the amount of the quotation. The foregoing states seller's entire and exclusive liability. In no event will seller be liable for consequential or special damages arising from any defect or use of its products; any representations other than those expressly stated in these terms and conditions made by or on behalf of seller are void.
- 11. Return Policy:** Returns are not accepted, unless authorized by seller's quality, service or engineering departments.
- 12. Force Majeure:** Seller shall not be deemed in breach of these terms and conditions for any failure or delay in performance arising from acts or circumstances beyond the reasonable control of seller including, without limitation, acts of God, governmental actions, war, (whether declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 13. General Terms:** The parties are independent contractors, and nothing herein creates any agency, partnership, or joint venture. No third party beneficiaries are implied or intended by the parties. The parties' agreement and these terms are governed by the law of the State of Tennessee, without giving effect to any choice or conflict of law provision. Any legal suit, action, or proceeding arising from this agreement or the work contemplated hereby shall be brought in the state or federal courts located in Nashville, Tennessee. Each party irrevocably submits to the exclusive jurisdiction of such courts in such suit, action, or proceeding. All notices shall be in writing to the addresses set forth in the quotation. No waiver by seller of any of the provisions of this agreement is effective unless explicitly set forth in writing and signed by seller. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. These terms and conditions cannot be modified without the express written agreement of an officer of seller. These terms and conditions together with the applicable quotation shall constitute the entire, complete, and sole agreement of the parties with respect to the goods identified in the quotation.

14. **Export Compliance:** Buyer understands that seller is subject to regulation by agencies of the U.S. Government—including the U.S. Departments of State, of Commerce, and of Treasury—which prohibit export or diversion of certain commodities, software, and technology to certain countries. Buyer also understands that the identified tooling may be subject to the Export Administration Regulations (“EAR”) and to the International Traffic in Arms Regulations (“ITAR”). Buyer shall have full responsibility to comply with all applicable U.S. and foreign laws and regulations which may govern the export or use of the identified tooling (including both EAR and ITAR). Buyer warrants that it will comply in all respects with the export and re-export restrictions set forth in all applicable export regulations. The identified tooling may not be re-exported or otherwise diverted from the country of original delivery or to a party other than the original purchaser without compliance with applicable U.S. export-control laws—including obtaining any licenses required for such re-export or diversion. Failure to do so may result in civil or criminal prosecution under U.S. law and/or international treaty. Seller may terminate any agreement with buyer immediately upon buyer’s violation of this paragraph. Buyer agrees to indemnify, defend, and hold harmless seller from any loss, damage, liability, or expense incurred by seller as a result of buyer’s failure to comply with export regulations or restrictions.