

**ADDITIONAL TERMS AND CONDITIONS OF SALE**

1. **APPLICABLE LAW:** The definitions of terms used, interpretation of this confirmation of order and the rights of the parties hereto shall be construed under and governed by the Laws of the State of California.
2. **ACCEPTANCE & CONTINUING OBLIGATION:** Unless expressly accepted by seller in writing prior to delivery of goods governed by this confirmation of order, no conditions other than those contained herein shall be binding upon the seller. Seller offers for sale the goods covered by this confirmation of order on the express conditions that buyer by its offer to purchase or acceptance of seller's offer of sale, assents to the terms and conditions set forth herein and on the reverse side hereof. The seller's initial shipment of goods or other commencement of any services called for herein shall constitute buyer's assent to all such terms and conditions. By buyer executing this approval, buyer agrees that these terms and conditions shall be applicable to all future orders.
3. **INDEMNIFICATION:** Buyer shall indemnify and hold seller harmless against any and all losses, liabilities, damages, costs or expenses arising from (1) any and all claims which may be made against seller by reason of injury or death which were caused by or alleged to have been caused by the use, sale, transfer or alteration of the goods furnished hereunder. (2) Any and all damage to seller's property which is caused by any act or omission, negligence, or otherwise, of buyer or any sub-contractor of buyer, or any of buyer's employees, workmen servants or agents; (3) all fines and civil or criminal penalties arising out of the manufacture, delivery or performance by seller of goods or services hereunder, and (4) in the case of any goods furnished hereunder in accordance with the special request, plans or specifications of the buyer, and any infringement or alleged infringement of any United States or foreign letters patent by and of the goods delivered hereunder.
4. **WAIVER:** The failure of buyer to insist upon performance of any term or condition hereof; or buyer's failure of delay to exercise any rights or remedies provided herein, or by law, or to notify seller in the event of a breach hereof within the time limit as set forth in Paragraph, or the acceptance of or payment for goods hereunder, or approval of design, shall release seller of any of the warranties or obligations of this confirmation of order, and at law and shall be deemed to be waiver of buyer's rights to insist upon strict performance hereof or any of its rights or remedies as to such goods, regardless of when shipped, or received or accepted, or as to any prior to subsequent default hereunder. Any purported oral modifications or rescissions of this confirmation of order by buyer shall operate as a waiver by buyer of any of the terms hereof.
5. **TOLERANCES:** In the absence of specific requirements which have been specified by buyer or blueprints or in other writings, commercial tolerances and custom and usage in manufacturing practices in the industry shall be applicable.
6. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:** Seller only represents that the product will comply with Buyer's specifications. Within 10 days after delivery of the goods to buyer shall promptly inspect the goods and notify seller of any defect or failure to comply with specifications. Provided seller is notified within ten (10) days, seller will repair or replace without charge, or refund the purchase price for any non-compliance with stated specifications of any defects in materials or workmanship in its products demonstrated to its satisfaction to have existed at time of delivery. Seller may require the return of the goods to establish any claim but no material shall be returned without written authorization of seller. Seller has no knowledge of what use will be made of the product and does not warrant or represent that the product is fit for the said use. The liability of Seller is limited to making repair, replacement or refund, at seller's option, within a reasonable time after receipt of written notice. Seller makes no warranty that the product is fit for a particular purpose nor any other warranties of any kind whatsoever, express or implied and all implied warranties of any kind which exceed the above obligations are hereby disclaimed by seller and excluded. Seller will not be liable for any consequential damages, whether foreseeable or not, including but not limited to, lost profits or revenues loss, or expense arising out of failure or delay in delivery, seller's liability, under any circumstances, will not exceed the contract price for goods claimed to be defective or unsuitable, or not delivered.
7. **SHIPMENTS:** Overruns of 5% are standard practice, if overruns are not acceptable; shortages will be made up only with applicable set up charges. (NOTE – IS THIS APPLICABLE TO ALL ORDERS)
8. **EFFECT OF INVALIDITY:** The invalidity, in whole or in part, of any condition or provision of this confirmation of order shall not, in any way, affect the validity of any other condition or provision.
9. **MODIFICATIONS:** No modification of the confirmation of order shall be binding upon seller unless said modifications are in writing and signed by seller.
10. **VENUE:** Should any action or arbitration proceeding be brought upon this confirmation of order, such action shall be heard within the County of Los Angeles.
11. **DESIGNS:** Seller is manufacturing the product in accord with Buyer's specifications and will not be responsible for product performance.

By signing below buyer accepts terms and conditions as set forth above.

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Company: \_\_\_\_\_