

TERMS AND CONDITIONS OF SALE

PRICES: The prices herein named or heretofore quoted or agreed upon shall be adjusted to the Company's prices in effect at the time of shipment.

If transportation charges from point of origin of the shipment to a designated point are included in the prices herein named or heretofore quoted or agreed upon:

(a) any changes in such transportation charges shall be for the account of the Buyer.

(b) except as otherwise stated in the Company's quotation, the Company shall not be responsible for switching, spotting, handling, storage, demurrage or any other transportation or accessorial service, nor for any charges incurred therefore, unless such charges are included in the applicable tariff freight rate from shipping point to the designated point.

SALES AND SIMILAR TAXES: Unless otherwise stated herein, the Company's prices do not include sales, use, excise, or similar taxes. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise, or other similar tax applicable to the sale, purchase, delivery, storage, processing, use or consumption of the products hereunder shall be paid by the Buyer, or in lieu thereof shall provide the Company with a tax exemption certificate acceptable to the taxing authorities.

CANCELLATION: Orders may be cancelled or deliveries deferred upon written notice to the Company, buy only upon the condition that the Buyer assume immediate liability for and make payment to the Company of charges involved which shall take into account expense already incurred, commitments made by the Company, profit on work in process and contract value of parts completed and ready for shipment.

TRANSPORTATION: Delivery of the products hereunder shall be made f.o.b. point of shipment. Unless otherwise stated herein, transportation expenses shall be paid by Buyer, and Company shall ship as it sees fit unless otherwise instructed in writing by Buyer. Risk of loss or damage to products in transit shall fall upon the Buyer, whose responsibility it shall be to file claims with the carrier. Bison Gear & Engineering Corporation assumes no responsibility for insuring shipments unless specifically requested by Buyer and then at his expense and valuation.

DELIVERY: Shipping dates are approximate and are based upon prompt receipt of all necessary information. the Company shall not be liable for any delay in delivery, or failure to manufacture due to causes beyond its reasonable control, or due to acts of God, acts of Buyer, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, car shortages, and inability due to causes beyond its reasonable control to obtain necessary labor, materials, or manufacturing facilities. In the event of any such delay, the date of delivery may be deferred for a period equal to the time lost by reason of the delay. Unless specifically stated to the contrary, orders are accepted for delivery by partial shipment as fast as manufactured.

WARRANTY: The Company warrants to the Buyer the products sold hereunder to be free of defects in material and workmanship under normal use and service for a period of one (1) year from the date of shipment. the obligation of the Company under this warranty is limited to repair or replacing, at its option, any part or parts, which upon examination shall disclose to the reasonable satisfaction of the Company to have been defective in material or workmanship. Buyer must return the products to the Company's factory, shipping charges prepaid, and with complete information as to alleged defects and the installation, operation and service of the products. Except as otherwise expressly stated herein the COMPANY MAKES NO REPRESENTATION OF WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER.

LIMITS OF LIABILITY: The Company shall not be liable for and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession or use of the products by Buyer. The liability of the Company arising out of the supplying of any product, or its use, whether on warranties or claim of negligence or otherwise, shall not in any case exceed the cost of correcting defects in the product as herein provided. The Company shall not in any event be liable for any labor expended by the Buyer on any defective products or for any special direct or indirect or consequential damages.

PAYMENTS: If, in the judgment of the Company, the financial condition of Buyer at any times does not justify continuance of production or shipment on the terms of payment originally specified, the Company may at any time decline to make any shipment or delivery or perform any work except upon the receipt of payment or upon terms and conditions or security satisfactory to the Company. In the event of the bankruptcy or insolvency of Buyer or in the event any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, the Company shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges.

Each shipment shall be considered a separate and independent transaction, and payment therefore shall be made accordingly. If shipments are delayed by Buyer, payments shall become due on the date when the Company is prepared to make shipment. If the work covered by the purchase order is delayed by Buyer, payments shall be made based on the purchase price and the percentage of completion. Products held for Buyer shall be at the risk and expense of Buyer. The Company reserves the right to ship to its order and make collection by sight draft with bill of lading attached. The cash discount shall not be allowed on any transportation charges included in delivered price.

SECURITY TITLE: Security title and the right of possession of any products sold hereunder shall remain with the Company until all payments hereunder (including deferred payments whether evidenced by notes or otherwise) shall have been made in full in cash, and Buyer agrees to do all acts necessary to perfect and maintain such security right and title in the Company.

VARIATIONS: Unless otherwise specified in writing, any variation over or under in quantities shipped not exceeding 10% of the quantities ordered shall constitute compliance with the order and the unit price will continue to apply.

INSURANCE: Buyer's material, dies, or tooling shall not be insured by the Company unless specifically requested by Buyer and made a part of the order at Buyer's expense. If no special agreement is made, the Company assumes no responsibility for destruction or partial loss due to fire or other casualty beyond the Company's specific and reasonable control.

PATENTS: The Company warrants that the products sold pursuant to this contract, except such products as are made for Buyer according to Buyer's designs, drawings or specifications, do not infringe any valid U.S. Patent. This warranty is given upon condition that Buyer promptly notify the Company of any claim or suit involving Buyer in which such infringement is alleged, and if the Company is affected, that the Buyer permit the Company to control completely the defense or compromise of any such allegation of infringement. Buyer shall indemnify and save harmless the Company from and against all judgments, damages, cost and expense against the Company or sustained by the Company on account of any actual or alleged patent infringement arising out of the Company's manufacture of products according to Buyer's designs, drawings or specifications for sale to Buyer.

COMPLIANCE WITH LAWS: The Company will comply with all applicable federal, state and local laws. Without limiting the generality of the foregoing, the Company represents that any products to be furnished or the services rendered hereunder were or will be produced or performed in compliance with all applicable requirements of section 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of all valid and applicable regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

BUYER'S ACCEPTANCE OF ABOVE CONDITIONS: Orders resulting from this quotation shall be subject to the terms and conditions contained or referred to in the Company's quotation and on this and to no others whatsoever.

No waiver, alteration or modification of the terms and conditions on this shall be binding unless in writing and signed by the Company.