



## **RADIX WIRE TERMS AND CONDITIONS OF SALE**

1. All orders are subject to approval of credit and to acceptance by seller.
2. Unless otherwise stated, the prices and charges stated herein for the materials to be furnished hereafter referred to as ("the materials") will be invoiced at seller's prices and charges in effect at the time of shipment.
3. Unless otherwise stated, the prices and charges stated herein for the materials do not include any federal, state, or local taxes (including without limitation sales, use, excise, manufacturing, receipts gross income, occupation and similar taxes). Whenever applicable, such taxes will be for the account of the buyer and may be added to the invoice to be paid by buyer.
4. Seller reserves the right to modify seller's published specifications and constructions of the materials whenever such modification is necessary in order to comply with any government ruling, directive or order or whenever seller otherwise deems it necessary or advisable to make such modification, regardless of any other specification or constructions (including any such submitted by buyer). The materials will be made to conform to the latest rulings, directives, or orders, where applicable. Seller assumes no responsibility for any changes in specifications requested by buyer, unless such change is confirmed in writing by buyer and accepted in writing by seller. Any price variation resulting from such a change will become effective immediately upon acceptance of such a change.
5. Seller reserves the right to ship from any of its warehouses or plants. Risk of loss or damage in transit or otherwise will be borne by buyer after delivery of the materials to the F.O.B. point stated herein, which point is understood to mean a common carrier loading facility within the specified warehouse or plant from where the materials are shipped. Unless otherwise stated, seller may ship in lots or in a single shipment.
6. (A) Seller will not be liable for any delay or failure of performance or in the delivery of the shipment of the materials or for any damaged suffered by buyer by reason of such delay or failure, when such delay or failure is directly or indirectly caused by or in any manner arises from acts of God: acts of public enemies; the elements; fires; floods; accidents; riots; wars; acts of government; labor difficulties; inability to secure, delay in securing or shortages of raw material, labor, fuel, power or transportation; delay or failure of any supplies; breakdown or destruction of plant or equipment arising from any cause whatsoever; or any other cause or causes (whether or not similar in nature to any of those hereinbefore specified) beyond sellers control. All orders will be deemed to be suspended so long as any such cause shall prevent or delay performance, seller agreeing to make and buyer agreeing to accept delivery whenever such cause has been remedied. (B) In no event will seller be liable for any consequential damages, incidental damages, damages for loss of use or damages for loss of use or damages for loss of profits for any delay or failure in performance not excused under the foregoing subparagraph (A).
7. All dies, tools, etc., remain the exclusive property of seller regardless of any change made to cover labor and expenses involved in making or altering such dies tools, etc.
8. Time and terms of payment are essential hereto; If any default therein be made by buyer or if the financial responsibility of buyer at any time becomes impaired or unsatisfactory to seller, seller will have the right to terminate without notice or to defer or discontinue further shipments hereunder until past due payments are made or satisfactory assurance of buyer's financial responsibility is received by seller (without prejudice, however, to any rights or claims which seller may have in law or in equity)

hereunder). Such right will continue irrespective of any prior failure on the part of seller to exercise such right.

9. Seller warrants that the materials will conform to the description on the face hereof, that it will convey good title thereto, that the materials will be delivered free from any lawful security interest or other lien or encumbrance unknown to buyer and that the materials will be free from defects in material and workmanship.
10. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY. THERE IS NO OTHER WARRANTY EXPRESSED OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN. SELLER WILL NOT BE LIABLE FOR ANY GENERAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOSS OF USE OR LOSS OF PROFITS, FOR ANY BREACH OF WARRANTY OR FOR NEGLIGENCE, SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY BEING EXPRESSLY LIMITED TO THE REPAIR OF DEFECTIVE MATERIALS, OR THE SHIPMENT OF EQUIVALENT MATERIALS F.O.B. THE SHIPPING POINT LIMITED ON THE FACE HEREOF, OR THE REPAYMENT OF THE PURCHASE PRICE UPON RETURN OF THE MATERIALS, OR THE GRANTING OF A REASONABLE ALLOWANCE ON ACCOUNT OF ANY DEFECTS, AS SELLER MAY ELECT.
11. Except as otherwise stated, any claim on account of defective materials or for any cause whatsoever will conclusively be deemed waived by buyer unless written notice thereof is given to seller within one (1) year after date of shipment. Seller will be given a reasonable opportunity to investigate all claims, and no materials may be returned by buyer to seller until after receipt by buyer of specific shipping instructions from seller.
12. Unless otherwise stated, materials will be furnished in seller's standard reels, spools or in cases which are nonreturnable and no refund will be made upon the return of such items.
13. Quantity variation: On all lengths ordered, a quantity variation of plus or minus ten percent (10%) shall be allowed unless otherwise stated.
14. Order ship dates will be calculated and become effective on and after date of receipt at seller's plant of all manufacturing specifications and requirements.
15. Materials not ordered forwarded by buyer as agreed must, at seller's option, either be paid for as if shipped upon the expiration date of the period within which they were to have been taken or the order cancelled on terms and conditions that will fully indemnify seller against all losses. Where no shipping date is specified, shipment will be made at the convenience of seller.
16. If an order is cancelled or terminated after the materials have been put into production the buyer shall be liable for the value of the services already completed and/or commenced and the commitments given in connection with this manufacture of products at the date of cancellation/termination, including the cost of raw materials, price of finished or semi-finished products, stock and work in progress and overheads together with any expenses incurred and any additional compensation that may reasonably be claimed for the cancellation/termination.
17. It is buyer's responsibility to store product in a dry location protected from mechanical damage.
18. Interest on all past due accounts will be charged at such legal rate as seller may elect.
19. No waiver by seller of any breach of any provision hereof will constitute a waiver of any other breach or of such provision. Seller's failure to object to provisions contained in any communication from buyer will not be deemed an acceptance of such provisions or as a waiver of the provisions hereof. All orders are subject to correction of clerical errors. The terms and conditions of sale contained herein may not be amended, modified or rescinded, except by written agreement signed by an authorized official of each part expressly refereeing hereto.
20. Minimum order value \$500.00 per order.
21. Transportation: Prepaid and added to invoice unless otherwise stated.
22. Limitation of Liability: In no event shall the seller be liable for consequential or special damages and the seller's liability on any claim for loss of liability arising out of or connected with the supplying of its

products hereunder, or their sale, resale or use, singly or in combination with other products, whether based on warranty, contract, negligence or other grounds, shall not in any case exceed the selling price of such product, or part thereof involved in the claim.

23. Governing law: This agreement shall be governed, interpreted and construed by and in accordance with the laws of the State of Ohio.
24. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

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