

Terms And Conditions

The following Terms and Conditions shall apply to each order here -after placed by Buyer with and accepted by VIP Rubber company:

1. Prices are F.O.B. factory of Company at La Habra, California. Quotations and prices are subject to change without notice and all acceptances of a quotation are subject to the further approval of the credit of Buyer.
2. Prices quoted do not include any applicable sales, use, excise, transportaion, or similar tax which may be imposed by any governmental authority. All such taxes so paid or imposed shall be in addition to the price quoted.
3. Should any of the provisions of these terms and conditions be contrary to or in conflict or inconsistent with any like or similar terms and conditions contained in any other agreement between Company and Buyer prepared by buyer and whenever executed, including any purchase order of Buyer or acknowledgement thereof by Company, the provisions hereof shall be controlling and shall supersede such conflicting terms and conditions contained in such other agreement. The terms and conditions hereof cannot be changed or altered in any way except in writing signed by a duly authorized corporate officer of Company.
4. If a specific shipping date (excluding an estimated date) is not designated on the face hereof or in a subsequent writing signed by Company. Company shall not be liable for any delays in filling this order. If a specific shipping date is designed either on the face hereof or subsequently by Company, Company shall not be liable for any delays in filling this order caused by (a) accidents to machinery, differences with workmen, strikes, labor shortages, fires, floods, priorities required or requested by the Federal or any State government or any subdivision or agency thereof or granted for the benefit, directly or indirectly, of any of them, delays in transportation or lack of transportation facilities, restrictions imposed by Federal or State legislation or rules or regulations thereunder, war, acts of war, sabotage, acts of God or (b) any cause beyond the control of the Company. In the event Company is liable for any delays in filling this order hereunder, Company's liability shall be and is limited to the difference, if any, between cost to Buyer of obtaining the merchandise from any other regular manufacturer and the price to be paid Company therefor by Buyer.
5. **THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT. COMPANY DISCLAIMS ANY WARRANTY EXPRESSED OR IMPLIED THAT THE GOODS ARE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE.**

Company's products are not, nor is the merchandise ordered herein, warranted or guaranteed for any specific length of time or measure of service, but are warranted only to be free from

defects in workmanship and material. The products or merchandise are purchased with the understanding that Company does not guarantee results. Only those warranties herein set forth shall be deemed to have been made by Company or relied upon by Buyer. All previous communications, whether in form of engineering, recommendations or otherwise, are effective only to the extent herein contained.

Any warranties herein contained shall not apply to ordinary wear and tear or to Company's products or merchandise which has been altered or repaired outside of Company's plant or which has been subject to neglect, accident, misuse, excessive deterioration due to corrosion from any cause, or improper operation or maintenance.

If said products or merchandise consist of more than one piece, it shall not be presumed that whole thereof is defective in material or workmanship because a part thereof is so defective. Replacement of all or part of such products or merchandise by Company hereunder shall not be construed to be an admission that the piece or pieces, part or parts, so replaced were defective as aforesaid.

Company and Buyer agree that the sole and exclusive remedies for breach of any warranty concerning the products of merchandise is as follows:

Should any of said products or merchandise fail, through defects in material or workmanship, within sixty (60) days after date of shipment thereof from Company's plant, and specific written complaint relative thereto be filed with Company by Buyer within such time, Company will make such repair, free of charge to Buyer, as may be required because of defective material or workmanship, or if such repairs cannot be made, Company will replace such defective products or merchandise, free of charge to Buyer, provided that the same be brought to Company's plant within (60) days after date of shipment thereof from Company's plant as aforesaid, or, in lieu of repairing or replacing the same, Company may, at its option, refund the price of such merchandise to Buyer as may have been paid Company therefor by Buyer. Should Buyer fail to file the aforesaid specific written complaint and to deliver any defective products or merchandise to Company's plant within said sixty days period as aforesaid, it shall be conclusively presumed that such product or merchandise was not defective. Company shall not be liable for any damages or delays caused by such defective material or workmanship, direct or consequential, or for consequential damages arising out of or in connection with this sale of goods, either to Buyer or to Buyer's successors, assigns, legal representatives, customers, or to any other person, association, corp-

oration, governmental agency or body politic, it being expressly understood and agreed that Company's liability under all guarantees or warranties, expressed or implied, is specifically limited to refunding the purchased price then paid, or, at Company's option, to the repair, or replacement at Company's plant, free of charge to Buyer, of merchandise or products that may be required because of defective workmanship or material upon return thereof to Company's plant within sixty (60) days after shipment thereof, as aforesaid. Consequential damages shall include, without limitation, loss of use, income, or profit, or losses sustained as the result of injury (including death) to any person, or loss of or damage to property.

The above **LIMITED WARRANTY** is given to and accepted by Buyer in lieu of any and all other warranties or remedies expressed or implied. Buyer acknowledges that Buyer is not relying on the Company's skill or judgment to select or furnish products or merchandise suitable for any particular purpose.

Buyer is hereby afforded by Company an opportunity to inspect said products or merchandise at Company's plant, La Habra, California, prior to delivery date thereof.

These terms and conditions are a complete and exclusive statement with respect to warranties and remedies for breach of warranty between Company and Buyer. These warranties cannot be varied, supplemented, qualified or interpreted by any prior course of dealing between Company and Buyer or by any usage of trade. These warranties and remedies can only be varied or amended by a writing executed by Company and Buyer which shall quote the provisions hereof which are to be amended and the provisions substituted therefor.

6. Buyer will protect, indemnify and save Company harmless, and defend Company against, all claims for damage or profits, and any costs, loss or judgement, arising from infringement of patents, inventions, designs, copyrights, or trade names, with respect to all goods manufactured either in whole or in part to Buyer's plans and specifications, or from Buyer's mold, and Company makes no representation or warranty that such goods will not infringe outstanding patents or other rights of others.

7. Prices quoted do not include, unless otherwise specifically state, the cost of any dies, jigs, tooling, mold or molds, necessary to manufacture the subject merchandise.

All molds or other equipment delivered to or held by Company by or for the account of Buyer shall be held by Company at Buyer's risk and with the expressed understanding that unless removed by Buyer within thirty (30) days after Company's written notice to Buyer at Buyer's last known address, Company may, at its option, use or dispose of such molds or other equipment in any manner whatsoever, without any responsibility whatsoever to

Buyer.

If any such molds or equipment is lost, damaged or destroyed due to the fault of Company, Company shall, upon request, pay Owner the then depreciated value or cost thereof, whichever is lower, or Company will repair or replace the same at Company's own expense if further orders which justify such repair or replacement are then placed with the Company which involve the use of such molds or equipment. Company shall not be liable for depreciation in value or use of said molds or equipment due to normal wear, tear or use, or damage or destruction by fire or other casualty, and Company shall not be responsible for replacement or restoration of the same when the same are no longer capable, due to the above reasons, of making satisfactory parts.

MERCHANDISE NOT RETURNABLE AFTER 30 DAYS

The goods hereby sold are warranted free from defects in workmanship and materials for sixty (60) days from shipment date to Buyer. No other express warranty is given and no affirmation of seller, by words or action, shall constitute a warranty.

This warranty shall be limited to the repair or replacement of parts and the necessary labor and services required to repair the goods or, at Seller's option, a refund of the purchase price, provided that the defect is reported to Seller and the goods are returned to Seller within the warranty period. This warranty does not cover the results of ordinary wear and tear, or any part damaged by neglect, misuse, accident, excessive deterioration due to corrosion from any cause, improper operation or maintenance, or any part damaged in the course of or as a result of installation, modification or adjustment performed by anyone other than the Seller or its authorized representative.

IT IS EXPRESSLY AGREED THAT THIS LIMITED WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND IN LIEU OF THE WARRANTY OF MERCHANTABILITY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF HEREOF.

It is expressly agreed that replacement, repair or return of the goods and repayment of the purchase price, SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF BUYER with respect to any nonconforming goods and parts thereof and shall be in lieu of any other remedy available by applicable law. Seller in no event shall be liable for consequential damages arising out of or in connection with this sale of goods, including without limitation breach of contract or repudiation by Seller. Consequential damages shall include, without limitation, loss of use, income or profit, or losses sustained as the result of injury (including death) to any person, or loss of or damage to property.

The foregoing terms cannot be waived or modified except by a writing signed by Seller.