

TERMS AND CONDITIONS

1. **CONFLICT** – Your purchase order is an offer to purchase. All sales of products by Fastener Industries, Inc., or its subsidiaries or affiliates (collectively, "Seller") shall be governed by these terms and conditions or by any documents referenced herein. If there is any conflict between your purchase order and our terms and conditions, our terms and conditions will prevail. Seller rejects and objects to any terms or conditions put forward by Buyer that add to or vary any of the terms and conditions contained herein.
2. **GENERAL** – Seller reserves the right to correct clerical and typographical errors. Orders accepted by Seller can be cancelled, or specifications changed only with Seller's written consent and upon the condition that Buyer pay Seller reasonable cancellation charges. Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, omission or waiver, or any other change will be binding on Seller unless assented to in writing by Seller's authorized representative.
3. **ACCEPTANCE** – A quotation is not an offer but may be considered an invitation for an offer by Buyer; Such invitation is subject to change, and any order by the Buyer pursuant hereto is subject to acceptance by Seller. Seller's acceptance of an offer to purchase is binding on Seller only if made by a written instrument or, if not by written instrument, by shipment of the products ordered. Seller's acceptance is subject to Seller's Terms and Conditions of Sale, as stated herein.
4. **CANCELLATIONS** – Seller will not accept the cancellation of a PO or any goods without prior written authorization from Seller. In the event of Buyer's cancellation of order, the Buyer shall reimburse Seller for the work completed and work in process and for tooling and engineering expenses incurred in connection with such order.
5. **WARRANTY** – Seller warrants the goods described herein against defects in material and workmanship for a period of thirty days after receipt of shipment. Seller's obligation under this warranty is limited solely to the replacement or repair of, at Seller's option, any goods which it determines to be defective. All the necessary packaging, dismantling, assembly and transportation costs to be paid by Buyer. **THE WARRANTIES SET FORTH HEREIN OR IN SELLER'S WARRANTY DOCUMENTS WITH RESPECT TO A PRODUCT ARE THE ONLY WARRANTIES MADE BY SELLER IN CONNECTION WITH THE PRODUCT AND THE TRANSACTIONS CONTEMPLATED AS A RESULT OF THIS SALE. SELLER HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** PRODUCTS SOLD HEREUNDER ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY THE SELLER IN WRITING. In no event shall Seller be liable for any special, indirect, or consequential damages, relating directly or indirectly to the supply of the goods hereunder. Where defective goods cannot be replaced or repaired by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.
6. **DEFECTIVE PRODUCT** – Any material or merchandise found, upon inspection, to be improperly processed by Seller will be reworked without charge provided that: (1) Notice of defect is given in writing within fifteen days of receipt of material by Buyer; (2) Seller is given the opportunity to inspect the material prior to return; (3) Materials or merchandise are in the same condition as when originally shipped by Seller. No claims will be accepted if product has been altered in any manner (finish, drilling, etc.), even if product is stripped back to original finish. Processing or assembly of any such reject by Buyer or any other party shall constitute a waiver of any liability on Seller's part. It shall be the duty of the customer to inspect the merchandise immediately upon its arrival, and in any event, claims must be reported in writing prior to the time that any further processing, assembling, or any other work is undertaken. Failure by Buyer to give written notice of claim within 30 days from date of delivery, or in case of non-delivery, from the date fixed for delivery, shall constitute a waiver by Buyer of all claims in respect of such products.
7. **LIMITATION OF LIABILITY** - No claim by Buyer of any kind, whether in tort, warrant, or contract, including claims for indemnification, whether as to quality or amount of products delivered or for non-delivery of products, shall be greater in amount than the purchase price of the products in respect of which damages are claimed. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, RELIANCE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR COVER, OR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO.** Any action for breach of this contract (other than for nonpayment of purchase price) must be commenced within one year after the occurrence of the breach.
8. **HYDROGEN EMBRITTLEMENT** – All electroplated parts are subject to hydrogen embrittlement. The customer should test the product in assembly conditions prior to full production for failure conditions inherent to the assembly or assembly environment. Any use of the fasteners constitutes acceptance of the product as is. All warranties implied or otherwise, shall become null & void.
9. **UNPLATED (PLAIN PRODUCT)** – Seller does not guarantee unplated parts will not rust.
10. **DISPOSAL OF PRODUCT** – Buyer will not dispose of defective product in any manner without prior written authorization from Seller. All claims must be made within 30 days after receipt of material by Buyer. Any product which is disposed of without prior written authorization from Seller will be considered sold product and no credit will be issued to Buyers account.
11. **RETURNS** – Seller will not accept return of any goods from Buyer without prior written authorization from Seller. All claims must be made within 15 days after receipt of material by Buyer. All product being returned after receiving written authorization, must be returned in original cartons and must not have been altered in any manner. Seller will indicate on written return authorization, a specific carrier to use to return subject parts. Seller will not be responsible for any freight/transportation charges if a carrier other than the carrier specified on written return authorization is used by Buyer to return the subject parts. Parts are to be returned within 45 days from the authorization date. If they are not returned, then the Return Authorization will be considered void/cancelled and new authorization will be required. There will be an additional 10% fee added if the parts are returned outside the 45-day window and if a new authorization is to be created after the original authorization has expired. Parts being returned should only be for the parts and quantities authorized.
12. **SHORTAGE CLAIMS** – No claims for shortage in weight or count will be allowed unless made in writing and presented or mailed within fifteen working days after receipt of material or merchandise by Buyer. Notification of shortage must include Buyer's calculations of: (1) weight per carton, (2) pieces per carton, (3) total weight received, (4) product lot number(s) from carton(s). No claims for shortage will be allowed for product drop shipped to anywhere other than customer facilities. Please note that there will be a +/- 10% quantity variance on any plated or special-order item and will be billed for appropriate amount shipped.
13. **TECHNICAL ADVICE OR OTHER ASSISTANCE** – Unless otherwise agreed in writing, if Seller furnishes Buyer with any advice or technical assistance pertaining to any goods supplied hereunder, or any system or equipment in which any such goods may be installed, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warrant, tort (including negligence), or otherwise. Seller takes no responsibility for performance of the goods supplied hereunder, when used in components, parts or materials not supplied by Seller, and Seller takes no responsibility for the suitability of Buyer's designs or installation procedures. In addition, Seller will not be responsible for specific applications without prior written approval.
14. **DELIVERY, TITLE AND RISK OF LOSS** – Delivery dates are estimates and are based upon prompt receipt of all necessary information from Buyer. Delivery will be made FCA (Incoterms 2020) Seller's facility; provided, however, Seller retains title to all products sold to Buyer until Seller receives payment in full of all amounts due in connection with the sale thereof. Risks of loss or damage pass to Buyer on delivery to common carrier.
15. **DELAY** – Seller shall not be liable for delays in delivery or performance due to causes beyond Seller's reasonable control, including, without limitation: material from our supplier, tooling, outside processing, fires, strikes, shortages of labor or material, government priority, or act of civil or military authority. In the event of such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time of loss by reason of delay.
16. **DISCLOSURE OF INFORMATION** – Any information, suggestions, or ideas transmitted by Buyer to Seller in connection with the performance hereunder shall not be deemed a secret or confidential or submitted in confidence to Seller, except as may be specifically agreed to in writing by Seller.
17. **PARTIAL DELIVERY OF NON-STANDARD GOODS** – Where partial deliveries are requested by Buyer and the quantity ordered of any non-standard item is less than Seller's minimum production run, the total quantity ordered by Buyer will be manufactured in one lot and shipped at one time.
18. **PERMISSIBLE VARIATIONS** – All goods shall be furnished subject to our manufacturing standards and commercial variations and practices. Seller reserves the right to ship overages or underage to the extent of ten percent of the quantity ordered.
19. **PRICES AND PAYMENT**– Prices are subject to change without notice. All orders are accepted based on price in effect at the time of shipment. Buyer shall pay invoices in full as they become due. A service charge will be assessed on past due amounts at the rate of 1.5% per month or the greatest amount allowable by law. Buyer shall pay all attorney fees, court costs and/or collection agency charges incurred by Seller to collect any amounts past due.
20. **LAW APPLICABLE.** This contract between Buyer and Seller is to be construed, and the respective rights and duties of Buyer and Seller are to be determined, according to the laws of the State of Ohio without regard to the principles of choice of law.
21. **MISCELLANEOUS.** (a) No waiver by Seller of any of term, condition or breach by Buyer shall constitute or be deemed to be a waiver of any other term, condition or breach of any other instance of noncompliance with the same term or condition or any other such breach, whether prior or subsequent thereto. No waiver shall be deemed to occur because of the failure of Seller to enforce any contractual term or condition. (b) Each provision hereof shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be unenforceable, such provision shall be ineffective only to such extent, without otherwise invalidating such provision or any other provisions hereof. The paragraph headings are for convenience only and shall not be used in interpreting or construing these terms and conditions or any contract arising therefrom. (c) Buyer shall have no right of setoff, and no deduction of amounts due from Buyer to Seller shall be made without Seller's express written approval.