

TERMS AND CONDITIONS OF SALE

Article 1. Changes: Changes to the work or the provisions of this contract shall not be effective unless agreed to in writing by any authorized representative of each of the parties hereto.

Article 2. Force Majeure: The Seller shall not be liable to the Buyer for any loss or damage resulting from or delay in performance of the contract, caused by strikes, work slowdowns, or other work interruptions by employees, shortage of labor, lockouts, acts of God, acts of the government, nationalization or economic sanctions, fires, floods, thefts, accidents, or other unavoidable casualty, acts of Buyer, changes in the work, or any other cause beyond the reasonable control of the Seller which may prevent or delay completion of the work or compliance with the terms and conditions of this contract.

Article 3. Termination: Buyer may terminate this contract at any time for the convenience of the Buyer, and Buyer shall pay Seller the following: (a) the full contract price of items completed and shipped or ready for shipment at the effective date of cancellation, and (b) for items being manufactured 20% of sales price plus testing charges where applicable.

Article 4. Shortage or Erroneous Charges: All claims for shortages or deductions for erroneous charges must be presented to the Seller within twenty (20) days after receipt of the products by the Buyer or they will not be allowed.

Article 5. Warranty: Workmanship and Materials: Seller warrants that the products sold hereunder shall be free of defects in workmanship or materials upon delivery and Seller will replace the product or refund the purchase price, at its option with a 1 year maximum for any product which is proven to be defective, provided that notification of alleged defect and proof that product has been properly stored, and maintained is promptly given to Seller.

General: This warranty is exclusive and in lieu of all other warranties (Including any warranty of merchantability or fitness for a particular purpose) whether written, oral, expressed, or implied, in fact or in law. Correction of nonconformities, whether latent or patent, in the manner and time described above shall constitute the Seller's entire liability with respect to such products, whether in contract, warranty, tort, strict liability, or otherwise.

Article 6. Schedules: All specified completion and schedule dates shall be interpreted as estimated dates and in no event shall such dates be construed as guaranteed irrespective of any other reference to the contrary elsewhere in the contract. Seller shall make every reasonable effort to comply with such dates, but assumes no liability or responsibility for loss or damages on account of delay. In no event shall specified completion dates be construed as failing with the meaning of "time is of the essence".

Article 7. Limitation of Liability: In no event shall Seller or its subcontractors or vendors be liable in tort, contract, warranty, strict liability or otherwise consequential, indirect, incidental or special damages, including, but not limited to, damage to or loss of other property or equipment; lost sales; lost orders; lost profits; lost income, either gross or net; increased overhead costs, both fixed and variable; increased labor costs, both direct and indirect; increased material costs; cost of manufacturing variances; penalties and liquidated damages; and loss of operating efficiencies.

The Seller's liability on any claim for loss or liability arising out of or connected with this contract, or the sale, resale, or use of any product sold pursuant to this agreement shall in no case exceed the selling price of the products or replacements of the products as provided in this contract. The remedies provided in this contract shall be Buyer's only, sole, and EXCLUSIVE remedy regardless of how or upon what theory of liability Buyer proceeds whether in contract, tort, warranty, strict liability, or otherwise.

If the Owner and the Buyer are different parties, the following shall apply: Buyer shall obtain from the Owner, in favor of Seller, an agreement that Owner will be bound by the remedies extended herein; or Buyer, in lieu thereof, will indemnify Seller from liability, damages, costs, losses, or expenses in excess of those provided for herein.

Buyer shall obtain from Owner, in favor of Seller and its subcontractors and vendors a release from consequential damages to the extent stated in the first paragraph of this Article; or Buyer, in lieu thereof, will indemnify and hold harmless Seller from and against all liability, damages, costs, losses, or expenses resulting from Owner's consequential losses of any nature.

Article 8. Risk of Loss or Damage: Risk of loss or damage to the products called for and furnished under the terms of this invoice shall be F.O.B. shipping point.

Article 9. Modifications: The prices and terms on this contract are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability, price of materials and all other materials, and all other causes beyond our control.

Article 10. Taxes: Any and all taxes now or hereafter imposed directly or indirectly by any governmental authority on the sale, manufacture, delivery, or use of the products covered by this order or any modification thereof shall be paid by the Buyer in addition to the order price.

Article 11. Waivers of Default: Forbearance or failure of the Seller to enforce any of these conditions or to exercise any right accruing from any default of the Buyer shall not affect or impair the Seller's right in case such default continues or in the case of any subsequent default of the Buyer, and such forbearance or failure will not act as a waiver in case of other future defaults of the Buyer.

Article 12. Relationship Between Parties: This contract constitutes solely a contract of sale and the relationship between the parties hereto shall be that of independent contractors.

Article 13. Final Written Contract: This contract constitutes the entire contract between, and exclusively determines the rights and obligations of, the parties hereto, any prior course of dealing, custom or usage of trade, or course of performance notwithstanding. Notwithstanding any different or additional terms that may be included in your purchase order, your order is accepted only on the condition that you assent to the terms and conditions contained herein. All negotiations and agreements prior to the date of this order are merged herein and superceded hereby, there being no agreements or understandings other than those written or specified herein.

Article 14. Governing Law: This contract and all performance hereunder shall be governed by and construed in accordance with the law of the State of Missouri. Any dispute arising out of this agreement shall be decided by a court of general jurisdiction in The State of Missouri.

PRICES SUBJECT TO CHANGE WITHOUT NOTICE