

TERMS AND CONDITIONS

- 1. WARRANTY:** The Seller gives no warranty, express or implied as to the description quality, merchantability, suitability or fitness for a particular purpose, productiveness, or any other matter, which extends beyond the description of the goods stated on the face hereof. Claims that the goods are non-conforming shall be deemed waived and released by the Buyer unless made in writing within ten (10) days after the arrival of the goods at the point of destination to which the goods are to be shipped. The Seller may cure any defect as to the conformity of the goods by replacement thereof with conforming goods. The Seller shall not be liable for any loss or damage, direct or indirect, consequential or otherwise, respecting the use or inability to use the goods for any purpose.
- 2. DELIVERY:** The Seller shall not be responsible for any delay (which material or not) in or failure of shipment or delivery due to any occurrence commonly known as force majeure, including without limitation. Acts of God, the government (de jure or de facto) or public enemy, riots, embargoes, strikes or other concerted acts of workmen (whether of the Seller or others), casualties or accidents, deliveries or transportation and shortage of cars, trucks, fuel, power, labor or materials, or any other causes, circumstances or contingencies within or without the United States of America, whether of a similar or dissimilar nature to the foregoing, beyond the Seller's control, which prevent or hinder the design, manufacture or delivery of the goods (without regard to the availability of the goods in the market) or the performance by the Seller of any of its obligations hereunder. In the event of any of the foregoing occurrences, delivery or performance, as the case may be, by Seller may at the Seller's option, under written notice to the Buyer of the happening of any such occurrence, be either cancelled or deferred without liability on the Seller's part for so long as the contingency prevents or delays its completion. If after the termination of such contingency Seller is not able to fulfill all of its outstanding commitments for goods of the kind to be sold hereunder. Seller shall ship and the Buyer shall accept, without liability on the part of Seller, delivery of goods to Buyer at least pro-rata with quantities of goods delivered by Seller under commitment of Seller to others pre-existing such contingency. Unless alternative arrangements are specifically agreed to in writing by an officer of the Seller, the Buyer agrees to accept shipments of the entire quantity ordered within the time frames delineated by the Buyer's original purchase order. The Buyer further agrees to accept excess or short deliveries of not more than 10% of the quantity ordered, which will be invoiced on a pro-rata basis.
- 3. PAYMENT:** The Buyer shall pay the prices stipulated in this order for goods delivered within 30 days after the date of the invoice covering each delivery by the Seller. The Buyer further agrees to pay the Seller an interest charge at the rate of 18% per annum on all amounts payable which are over 60 days past due. Seller shall have the right, in addition to all others it may possess, at any time for credit reasons or because of Buyer's default under or repudiation of this agreement or any other agreement between Buyer and Seller, to withhold shipments, in whole or in part, and to recall goods in transit, retake the same, and repossess all goods which may be stored with Seller for the Buyer's account, without the necessity of taking any other proceedings

and Buyer consents that all merchandise so recalled, retaken or repossessed shall become the absolute property of Seller, providing that the buyer is given full credit therefore (which credit may be given by Seller by offset against any amounts due from Buyer to Seller). The foregoing shall not be construed as limiting, in any manner, any of the rights or remedies available to Seller upon default of Buyer under the Uniform Commercial code as in force and effect in the State of California on the date hereof. no amounts due for deliveries under this order shall be subject to any form of setoff or retain age by the Buyer for any counterclaim arising from this or any other transaction with the Seller. Furthermore all credit card sales are final.

- 4. SPECIFICATIONS:** Unless otherwise specifically provided in the Buyer's purchase order, wire & woven wire cloth provided by the Seller shall conform with the requirements of standard commercial practice. The Seller expressly reserves the right to deliver goods with immaterial deviations and no more than a reasonable number of defects, based on common industry practice.
- 5. SHIPPING INSTRUCTIONS:** All shipping instructions or specifications with respect to shipments of goods shall be delivered by the Buyer to the Seller in writing in sufficient time to permit Seller to make such shipping arrangements. In absence of receipt by the Seller of such instructions by the Buyer, shipments shall be made in such time and by such means as the Seller shall reasonably determine.
- 6. JURISDICTION:** The respective rights and obligations of buyer and Seller with respect to the sale of goods hereunder shall be governed by and construed in accordance with the laws of the State of California. Any controversy or claim out of or in connection with the sale of goods hereunder or under any agreement which shall have been made between Buyer and Seller with respect hereto shall be settled by arbitration in Los Angeles, California, in accordance with the rules and procedures then obtaining of the American Arbitration Association.
- 7. ACCEPTANCE:** The Seller's Terms and Conditions contained herein shall control the terms and conditions of this transaction between the Buyer and Seller. These Terms and Conditions may not be waived, varied or changed, nor are additional terms by Buyer acceptable, except as consented to in writing by an officer of the Seller. The Buyer's acceptance is expressly limited to the Seller's terms and conditions, not withstanding any provisions found in the Buyer's forms. Terms and Conditions appearing on the Buyer's purchase order or incorporated therein by reference which are inconsistent with those stated herein are not accepted and shall not be binding on the Seller.
- 8. WAIVER:** Failure or delay by the Seller in the exercise of any rights hereunder shall not be construed to be a waiver of such rights. No waiver by Seller of any breach hereunder shall be effective as against Seller unless Seller shall have waived such breach in writing, and no waiver by Seller of one breach hereunder shall be deemed to be waiver by Seller of any other breach not so waived.