

**Note, the following must appear on the front of the Sales Order and the Buyer must sign the Sales Order:**

The sale set forth in this Order is expressly conditioned upon Buyer's acceptance of the terms set forth on the front and back of this Order. By signing below, Buyer agrees that it has read and understands the terms of this Order, and that such terms supersede any provisions, terms, and conditions contained in any purchase order or other writing Buyer may give or receive, and in the event of a conflict between such writing(s), the terms of this Order shall control. Seller makes no representations or warranties concerning this Order except as expressly contained herein, and this Order may not be changed or modified orally but only through a written document executed by both parties.

**Wire Weld, Inc. ("Seller") – Sales Terms and Conditions**

1. Taxes. Prices on the specified products are exclusive of all city, state, and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the Buyer. Seller is required to collect sales tax if the order ships to a location in the states of Pennsylvania or New York.

2. Terms of Payment. Buyer agrees that all invoiced amounts shall be paid within thirty (30) days of the invoice date, without set-off or deduction. Overdue amounts shall bear interest at the rate of eighteen percent (18%) per annum until paid in full.

3. Delivery. Seller shall not be obligated to deliver products upon less than thirty (30) days from its execution of this Order. Prices are FOB Seller's facility. Buyer shall be responsible for all freight and insurance; risk of loss passes to Buyer upon delivery, which means acceptance of the products by Buyer's carrier. Freight quotes, if requested, are estimates. Actual freight costs will be determined at time the carrier is retained.

4. Delays and Conditions. Seller will not be liable for any delay or failure in the performance of this Order, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay or failure, if such delay or failure is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond Seller's control. All orders are accepted with the understanding that they are subject to Seller's ability to obtain the necessary raw materials and/or components, and all orders as well as shipments applicable thereto are subject to Seller's current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.

5. Claims. All of Seller's Warranties and Buyer's remedies are set forth in Seller's Limited Warranty, which is included with each product. Buyer acknowledges that Buyer has received a copy of such Limited Warranty. EXCEPT AS SET FORTH IN SELLER'S LIMITED WARRANTY, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF THE PRODUCTS FOR ANY PARTICULAR USE OR PURPOSE. BUYER'S EXCLUSIVE REMEDIES ARE SET FORTH IN THE LIMITED WARRANTY AND SELLER AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE SALE AND/OR USE OF THE PRODUCTS OR FOR INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

6. Seller's Right of Possession. 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 or defaults, to withhold shipments, in whole or in part, and to recall goods in transit, retake same, and repossess all goods which may be stored with Seller for Buyer's account, without the necessity of taking any other proceedings, and Buyer consents that all the merchandise so recalled, retaken, or repossessed shall become Seller's absolute property. The foregoing shall not be construed as limiting, in any manner, any of the rights or remedies available to Seller because of any default of Buyer under the Uniform Commercial Code as in force and effect in the State of Pennsylvania on the date of the signing of this agreement.

7. Cancellation; Return. An order once placed with and accepted by Seller can be cancelled only with Seller's consent, which may be given or withheld in Seller's sole discretion. Orders will be considered complete upon shipment of a reasonable quantity over or under the amount specified in the order when it is impractical to produce the exact quantity ordered. Normal tolerances in specifications shall be acceptable. Subject to the foregoing, not returns shall be accepted unless for discrepancies between products ordered and products delivered, and Buyer must give Seller written notice of such discrepancies within five (5) days of delivery or waive any right of return.

8. Rights in Intellectual Property. Buyer obtains no rights in the products being purchased except the right to use them, as applicable. Buyer will not reverse engineer any products or otherwise derive or attempt to derive for its own use any processes, techniques, methods, specifications or other information embodied or used in such products.

9. Applicable Law and Jurisdiction. This order shall be construed and enforced in accordance with the internal laws of the State of Pennsylvania, without regard to its conflict of law principles. The rights and obligations of the parties hereto shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. The federal and/or state courts of Pennsylvania shall have exclusive personal and subject matter jurisdiction over, and the parties each hereby submit to the venue of such courts with respect to, any dispute arising pursuant to this order, and all objections to such jurisdiction and venue are hereby waived. Buyer shall reimburse Seller for Seller's cost of collection of any amounts owed by Buyer, including attorneys' fees. Buyer consents to service of process permitted under Pennsylvania law or by certified mail, return receipt requested.