

NOTICE:

- A) Claims for defective material and or workmanship must be made within 30 days of receipt of goods and confirmed in writing.
- B) No returns of material partially processed by the purchaser will be accepted.
- C) All returns require an authorization number to be obtained from the sales department. Items may be refused at receiving if the authorization number is not visible on the package.
- D) Prices on material covered hereby will be adjusted to the Sellers prices at time of shipment.
- E) Material will be inspected to a C=0 sampling plan at a 1.0 AQL level for all critical specifications, unless otherwise noted.

GENERAL TERMS

1. Colorado law shall govern in the event of a dispute between the parties concerning this sale.
2. Stenographic and clerical errors are subject to correction.
3. If reasonable grounds for insecurity arise with respect to purchaser's ability to pay for the goods ordered, Seller may demand adequate assurance of purchaser's ability to pay and, until such assurance is received, may suspend performance of its duties in connection with this order. In addition, Seller reserves the right to require payment for the goods sold to purchaser under this order at the time of delivery of such goods to the purchaser.
4. The Seller shall not be liable for delays or non-performance resulting from acts or occurrences beyond its control and which it could not have reasonably anticipated and provided for, including acts of God, acts of the purchaser, acts of civil or military authorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot delays in transportation or car shortages, and inability to obtain necessary labor, materials or components. In no event shall seller be liable for special or consequential damages occasioned by delays.
5. In addition to the prices named, the purchaser agrees to pay any excise, retail sales, or use taxes for which the Seller may be liable.
6. Tooling charges, if any, reimburse the Seller in part for tools and fixtures especially required for a particular job. They do not give the purchaser any claim or right to the said tools and fixtures. There will be no charge for upkeep or repair of tools and fixtures. Upon completion of an order the Seller may dispose of said tools and fixtures as it sees fit.
7. Unless otherwise stated commercial tolerances usually applicable to the product shall apply.
8. In absence of specific direction by the purchaser, the method of shipment and the insurance valuation shall be determined by the Seller.
9. Change orders shall not have any validity whatsoever, except with the Sellers written consent, and under conditions which will indemnify the Seller for any added cost of such changes. All change orders must be submitted by the purchaser in writing.
10. Should Purchaser desire to cancel or suspend this order for any reason the Purchaser and Seller shall promptly do all that is possible to make a mutually satisfactory revised agreement. In cases where material has been purchased or manufactured partially or completely for Purchasers requirement and Seller is unable to cancel, then Purchaser will be informed of the charges incurred and the purchaser hereby agrees to pay such charges promptly.
11. All goods sold hereunder are warranted to be free from defects in material and workmanship, and this express warranty is IN LIEU OF AND EXCLUDES all other warranties, express, implied or statutory, including the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. It is expressly agreed and understood that purchaser's SOLE AND EXCLUSIVE REMEDY in the event of any defects in the goods sold hereunder shall be, at Sellers sole option: (a) replacement of the goods; (b) repair of the goods without charge to the Purchaser; or a credit to purchasers account of the sales price of the goods; provided, however, this remedy is conditioned upon purchaser's notifying Seller in writing thirty (30) days after receipt of the defective goods and returning such defective goods to Seller in accordance with Sellers shipping instructions and after inspection by the Seller. In no event shall Seller be liable for any incidental or consequential damages. Every claim on account of defective material or workmanship or from any other cause shall be deemed waived by the purchaser unless made in writing within thirty (30) days of the receipt of the goods to which such claim relates. No person is authorized to change or otherwise modify this Warranty or assume any other liability on behalf of Seller.
12. No rejection of material partially processed by the purchaser will be considered valid.
13. Title to the goods covered hereby and risk of loss thereto shall vest in purchaser upon delivery of the goods to the carrier. If Seller is paying the freight charge for delivery of goods to the purchaser, the purchase price for the goods was computed with reference to the freight rates now in effect, and if such rates are higher of lower when the goods are shipped, the price thereof will be increased or decreased by the amount of such increase or decrease in the freight rates.
14. If the terms and conditions of this acknowledgement differ in any way from the terms and conditions of the purchaser's order, this acknowledgment differ in any way from the terms and conditions of the purchaser's order, this acknowledgment shall be construed as a counteroffer. The failure of the purchaser to object to this counteroffer and its terms and conditions in writing within ten (10) days from date of receipt hereof shall constitute assent thereto. No additions to or modification of any of the terms and conditions hereof shall be effective unless made in writing and signed by both parties.