

# AERO TEC LABORATORIES INC.

## SALES TERMS & CONDITIONS

Any order submitted to Aero Tec Laboratories Inc. for any product or service (herein the "Goods") will be deemed acceptance of and agreement by the Buyer to the following Terms and Conditions of sale. Any different or additional Terms and Conditions are hereby objected to and rejected by Aero Tec Laboratories Inc (herein the "Company") unless previously agreed to in writing.

- 1.) **Prices, Taxes & Interest Charges.** Unless otherwise stated, prices quoted are F.O.B. the Company's manufacturing plant and any domestic or foreign taxes, duties, levies or tariffs on the Goods shall be paid by the Buyer. Any portion of the purchase price not paid in accordance with the required terms of payment will accrue interest from the due date at a rate of one percent (1%) per month until paid in full, including all interest charges.
- 2.) **Delivery.** Any dates or schedules which may be specified for delivery of the Goods will be best estimates only, and the Company shall incur no liability, either direct or indirect, nor shall any order be canceled, because of, or as a result of, legitimate delays in meeting such dates or schedules.
- 3.) **Force Majeure.** The Company shall not be responsible or liable for any delays or failures in manufacture or delivery due to any cause or condition beyond the control of the Company; including, without limiting the generality of the foregoing, strikes or other labor difficulties, fire, floods, inability to secure transportation facilities, actions of the elements, shortage of materials or equipment, riots or other civil disturbance, and war.
- 4.) **Laws, Ordinances and Regulations.** The Company shall utilize reasonable efforts to cause the Goods to comply with its interpretation of U.S. Federal safety, health and environmental regulations. However, the Company shall not be responsible for compliance with local interpretations of such federal regulations or insurance codes, nor with any local or international laws, ordinances, codes and/or regulations which may from time to time be in effect at any location where the Goods are to be utilized unless such responsibility has been expressly assumed by the Company in writing.
- 5.) **Changes in Detail of Design.** The Company shall have the right to make any and all changes in the details of the design, fabrication or arrangements of the Goods as the Company, at its sole discretion, determines will constitute an improvement upon any proprietary specifications or designs previously furnished to the Buyer.
- 6.) **"Off Quality" and Goods Made to Buyer's Specifications.** Unless conveyed by prior written agreement, the Company makes NO WARRANTY WHATSOEVER except as to title, with respect to any Goods manufactured, fabricated and/or designed to Buyer's own specifications or any requested off-quality Goods or "seconds", and the buyer shall, at its own expense, defend and save the Company harmless from and against any claim, suit, expense or otherwise which shall be asserted or brought against the Company by reason of its manufacture or sale of such Goods.
- 7.) **Warranty.** Those products warrantied by the Company are done so in accordance with the provisions of a product specific written warranty, a copy of which is available upon written request.
- 8.) **EXCLUSION OF OTHER WARRANTIES.** EXCEPT FOR THE COMPANY'S EXPRESS WARRANTY REFERENCED ABOVE, THERE ARE NO WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR END USE, WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS ON THE FACE HEREOF. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF THE COMPANY SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE-REFERENCED EXPRESS WARRANTY OR ANY OTHER TERM HEREOF.
- 9.) **Liability Limitation.** In no event shall the Company be liable to the Buyer or to any third party for consequential, incidental, or special damages resulting from, or in any manner related to, the Goods, their delivery, non-delivery, design, use, or any inability to use the same, whether such damages be claimed under contract tort or any other legal theory. It shall be understood that the sole and exclusive remedy of the Buyer, or any third party shall be the repair, correction or replacement of the defective goods pursuant to the "WARRANTY" provisions hereinabove referenced. Should the Goods prove so defective, however, as to preclude the remedying of warranted defects by repair or replacement, the Buyer's sole and exclusive remedy shall be the refund of the purchase price upon its return of Goods to the Company.
- 10.) **Cancellation and Changes of Orders.** No orders may be withdrawn or canceled by the Buyer nor may they be deferred when ready unless the Company shall first be paid a cancellation fee or deferral charge of a reasonable amount acceptable to the Company. In the event the Buyer shall request changes in its order after receipt thereof by the Company, the Buyer shall be responsible for all charges reasonably assessed by the Company with respect to such changes.
- 11.) **No Protection from Claim of Infringement.** The Company makes no representation or warranty that the delivery or subsequent use of the Goods shall be free of the claim of any third party by way of infringement.
- 12.) **Applicable Law.** The terms and conditions applicable to the transaction provided for herein shall be determined and construed in accordance with, and shall be governed by, the laws of the State of New Jersey and the Buyer and Company agree to submit to the jurisdiction of the appropriate State or Federal Court within New Jersey for the purpose of resolving any dispute or claim arising in connection with said transaction.