

TERMS & CONDITIONS OF SALE

ENTIRE AGREEMENT: This document shall constitute the complete and final agreement between Chicago Nut and Bolt ("CNB") and Purchaser in respect of any other order covered hereby, unless written notice of objection to any of the terms, conditions or provision of this document (including inconsistencies between Purchaser's purchase order and this document) is given by Purchaser to CNB within 10 days after the date of acknowledgement, or, in any event, prior to commencement of performance of the work covered by such order. No change or amendment to this document shall be valid or binding unless specifically agreed upon in writing by CNB.

TERMS: Net payment is due within 30 days. If credit has not been established, orders will be shipped COD (cash on delivery.) Any amounts due, which are not paid within 30 days, are subject to a late payment charge of 1.5% per month. If CNB needs to bring action to enforce the terms contained in this document, Purchaser will be responsible to pay CNB's reasonable attorney's fees and court costs. If the Purchaser fails to fulfill the terms of payment, the Seller may defer further shipments, or may at the Seller's option cancel the unshipped balance. The Seller reserves the right, prior to making any shipments to require from the Purchaser satisfactory security for performance of the Purchaser's obligation.

CNB hereby gives notice that it objects to any additional or different terms or conditions set forth in Purchaser's purchase order or any other communication. No additional or different terms shall apply unless expressly agreed to in writing and signed by an authorized officer of CNB. No other representative of CNB is authorized to modify these terms and conditions or to agree to any additional or different terms and conditions.

BLANKET ORDERS: Quoted pricing is based upon Estimated Annual Usages (EAU.) All EAU's must be shipped within twelve (12) months from the first shipment date. Any cancellations/product modifications must be received in writing twelve (12) weeks prior to the cancellation date. Purchaser shall remain financially responsible for any quantity of product remaining from original order.

PRICES: Prices quoted herein are based on current costs of material and labor, and if any increase in such costs occurs at any time before shipment, the Seller may re-quote increased prices to adjust for such increases in costs.

DELIVERY: The Purchaser shall have the right to select the means of transportation, but in the absence of written instructions on the part of the Purchaser, the Seller may select such means. (Freight under 200 lbs. will be shipped UPS ground. Anything over 200 lbs. shall be sent via truck.) Special shipping requests (airfreight, special dispatch, drop shipments, etc.) will be sent freight collect and will be F.O.B. shipping point. CNB reserves the right to make partial shipments of any items ordered and reserves the right to ship or cancel backorders in its discretion. Shipping dates are estimates based upon information received from suppliers, and shall not be

deemed to represent fixed or guaranteed shipping dates. Delivery dates are not guaranteed, and Seller shall not be liable to Buyer, or the ultimate user, for any claims arising from any such delay in shipment or delivery. Delay in delivery by the Seller for any installment shall not relieve the Purchaser of its obligation to accept remaining installment deliveries. The price quoted does not include applicable delivery charges.

TITLE TO GOODS: Title to all goods sold hereunder shall pass to Purchaser upon Seller's delivery to carrier or Transportation Company at shipping point.

ACCEPTANCE: Unless Purchaser returns the goods described on invoice ("Goods") within ten (10) days after the date of invoice, it shall be presumed conclusively, as between Purchaser and CNB that the Goods were delivered free of defects.

RETURNS: Goods may not be returned without CNB's written permission. Please contact either CNB's Customer Service Department or your salesperson with CNB's order number and/or invoice number and shipping date. CNB reserves the right to inspect goods returned before issuing credit. All returns MUST be approved by CNB in writing and a Return Goods Authorization number must be issued. Unauthorized returns will be refused. Purchaser hereby forfeits any returned merchandise to CNB, without credit or other remedy, if merchandise is returned without approval from CNB. All returns must be shipped "Freight Prepaid." Returns unrelated to errors by CNB, as determined by CNB in its sole discretion, are subject to a minimum restocking fee of 25%. CNB will determine the value of a return only after physical inspection and verification of content and condition. CNB will not issue credit, nor return to Purchaser, any returned product that is unsaleable (as defined herein). CNB shall determine the value of returned products and subsequent credit in its sole discretion. Purchaser is responsible for the proper packing and protection of all return shipments. Damage and/or loss resulting from shipment of returns from Purchaser to CNB are the responsibility of the Purchaser.

CLAIMS & DAMAGES: Purchaser shall carefully examine material delivered and advise the agent of the Transportation Company to note damage thereto or shortage thereof prior to acceptance of material, from Transportation Company. Failure to notify the seller of shortages or damages to the goods shipped shall relieve Seller from any claim by Purchaser for an alleged shortage or damage. Failure of Purchaser to present written claim to Seller respecting any damage or shortage in any shipment hereunder, within ten (10) days after receipt of the goods shall constitute a waiver of all claims in respect thereto. Any liability on the part of the Seller shall be limited to its own acts or omissions and shall not include acts of omissions of the carrier or transportation company.