

EASTERN SCREW CO.
PURCHASE ORDER
TERMS & CONDITIONS

1. **ACCEPTANCE:** The terms and conditions of this acceptance shall prevail notwithstanding any conflict with the terms and conditions of any order. EASTERN SCREW CO., INC. (SELLER), shall supply the within described articles on the exact terms and conditions herein set forth and no terms and conditions which are in any manner whatsoever additional to or different from those herein set forth shall become a part of any contract between SELLER and BUYER, SELLER objects to any additional or different terms and conditions, whether contained in BUYER's order or otherwise. SELLER WILL NOT BE DEEMED TO HAVE WAIVED THESE TERMS AND CONDITIONS OF SALE IF IT FAILS TO OBJECT TO PROVISIONS CONTAINED IN BUYER'S FORMS OR OTHERWISE.
2. **WARRANTY:** Subject to such exceptions as may be set forth herein, SELLER warrants each product manufactured and sold by it or one of its authorized suppliers only against defects in workmanship, materials and/or to conform to applicable quoted specifications, drawings or blueprints, (for a period of one year following date of shipment to the customer). Products which have been changed or altered in any manner from their original design, which are improperly or defectively installed, serviced or which have been used for a purpose for which they are not designed are not covered by this warranty. SELLER MAKES NO WARRANTY THAT THE GOODS WILL BE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE. SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN.
3. SELLER'S obligation on this warranty is LIMITED TO REPLACING OR GIVING CREDIT FOR, AT ITS OPTION, GOODS WHICH UPON EXAMINATION AND DETERMINATION BY SELLER, SHALL BE FOUND TO BE OTHERWISE THAN AS WARRANTED. All products or parts to be considered for repair or replacement are to be returned to SELLER after receiving authorization from SELLER. THIS WARRANTY REPLACES ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE BUYER ASSUMES ALL RISK AND LIABILITY WHATSOEVER, INCLUDING ALL RISK AND LIABILITY FOR DAMAGES THAT MAY ARISE FROM THE MANUFACTURER'S NEGLIGENCE, RESULTING FROM THE USE OF SAID PRODUCTS, OR PARTS, INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES, WHETHER SUCH PRODUCTS OR PARTS ARE USED SINGULARLY OR AS COMPONENTS IN OTHER PRODUCTS.
4. The provisions of this warranty and limitation of liability shall not be modified in any respect except by written document signed by SELLER. No agent, employee or other party has any authority to obligate SELLER by any terms, stipulations or conditions not herein expressed. All previous representations and agreements, whether verbal or written, referring to the products covered by the within warranty and limitation of liability are hereby superseded and cancelled.
5. **TERMINATION:** BUYER may terminate this contract with or without cause, in whole or in part, by giving SELLER at least (90) days advanced written notice. BUYER shall bear the actual costs of: 1) ALL material actually procured by SELLER to fill BUYERS' issued purchase orders scheduled for delivery within (30) days from the date of BUYERS' notice of termination, where such material has been fabricated or purchased for BUYERS (including SELLER'S NON-CANCELABLE PO'S) and is not re-saleable in the course of SELLER'S ordinary business; and 2) the SELLER'S actual on-hand stocked inventory that is not an amount greater than necessary to fulfill the BUYER'S contract.
6. **ASSIGNMENT:** The contract resulting from this order is not assignable or transferable by BUYER, in whole or in part, except with the written consent of SELLER.
7. **DELIVERIES:** All shipping dates for goods sold hereunder are approximate. SELLER will use its best efforts to ship orders for goods in accordance with the delivery schedules indicated herein; but SELLER shall not be liable for damages, whether general, consequential or otherwise for failure to ship due to causes beyond SELLER's reasonable control or for delays in shipping or for failure to give notice of any such failure or delay. Any delivery not made due to causes beyond SELLER's reasonable control including, but not limited to, embargoes, civil commotion, labor trouble, strikes, fire, flood, accident, failure in production or production equipment, inability to obtain power, fuel, raw materials, or shipping capacity or interruptions occasioned by governmental activities, may be cancelled at SELLER's option, but the contract shall otherwise remain unaffected.

RETURNED GOODS POLICY

REQUEST FOR RETURN MUST BE RECEIVED WITHIN 15 DAYS OF RECEIPT OF GOODS

AFTER WRITTEN AUTHORIZATION IS RECEIVED FROM EASTERN SCREW CO., INC, RETURNED FOR CREDIT OR EXCHANGE WILL BE ACCEPTED PROVIDED THE FOLLOWING CONDITIONS ARE MET:

- a. MATERIAL MUST BE IN RESALABLE CONDITION
- b. MATERIAL RETURNED FOR CREDIT OR EXCHANGE WILL BE VALUED LESS A RESTOCKING CHARGE (up to 25% depending on reason for the return)
- c. MATERIAL MUST BE RETURNED TO EASTERN SCREW CO., INC. WITH FREIGHT PREPAID
- d. MATERIAL MUST BE RETURNED IN THEIR ORIGINAL BOXES FOR LOT TRACEABILITY (no exceptions)

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- e. RETURN AUTHORIZATION LABEL IS AFFIXED TO THE BOX BEING RETURNED AND RA NUMBER IS WRITTEN ON ALL OTHER BOXES RETURNED
- f. MATERIAL IS NOT MIXED OR CONTAMINATED
- g. ANY SPECIAL-ORDER ITEM MAY BE RETURNED ONLY IF THERE IS AN EXISTING MARKET. IF NO RESALE MARKET EXISTS, MATERIAL MAY NOT BE RETURNED.