



## Quality Perforating Inc.

166 DUNDAFF STREET CARBONDALE PA 18407 (570) 282-4344

### **STANDARD CONDITIONS APPLYING TO ALL QUERRIES AND ORDERS UNLESS SPECIFICALLY INDICATED TO THE CONTRARY**

1. Escalation-The material is being offered subject to prior sale. Price is based on present cost of material and is subject to any increase which may become effective after the date of proposal.
2. Delivery-Is based on our ability to obtain the necessary material and is contingent upon fire, strikes, riots, accidents, delays of carriers, and other delays unavoidable or beyond our control.
3. Responsibility-Risk of loss shall pass to the buyer upon delivery to and receipt by a common carrier.
4. Taxes-No provision of Federal, State, Municipal, Sales, Use or other taxes is included in the prices quoted.
5. Customer's Material-We exercise great care in perforating our customer's material. However, all risk of loss or damage to the material including processing loss shall remain with the buyer.
6. Description of Goods Sold-Perforated material furnished shall be described only by the Seller's quoted specifications and/or drawings and any required change or deviation there from may subject quoted prices to revision. Unless otherwise specified the industry standard specifications shall prevail as described from time to time in bulletins published by the Industrial Perforators Association, Inc.
7. Units of Weight and Measure-Any reference to units of weight or measure for perforated material shall apply after perforating.
8. Quantity Prices-Price differentials indicated for varying quantities of the same item result from savings in the cost of manufacture, sale or delivery.
9. Pre-Production Samples-Prices stated shall not apply to any pre-production samples.
10. Inspection Procedures-Seller's prices are based on normal inspection and testing procedures as determined and performed by Seller.
11. Packing-Packing will be furnished in accordance with industry standard specifications prescribed by the Industrial Perforators Association, Inc.
12. Sales, Use and Other Taxes-Buyer shall pay or reimburse Seller for any sales, use, excise, occupational, or other tax arising directly or indirectly from this sale transaction or the performance thereof, or from the use by any person of the perforated material sold, which Seller may be required to pay or collect, and any legal fees or other expenses incurred by Seller in connection therewith.
13. Over-runs and under-runs-Unless quantities are specified, all quoted prices are based on Buyer accepting and paying on basis of over-runs or under-runs on each individual item, not exceeding 10% of quantities requested.
14. Transportation-All prices and deliveries are F.O.B. Shipping Point and risk of loss shall pass to Buyer upon delivery to the carrier. Buyer shall specify type of carrier and routing. In the absence of such specifications, Seller with use its best judgment but shall not be liable for any delays or excessive transportation charges resulting from its selection.
15. Escalator-In the event of any increase in the cost of raw materials after acceptance of buyer's order, prices quoted will be subject to revision at time of shipment.
16. Payment terms-Terms for payment and discount are specified in the sale documents. Any discount allowed applies only to the invoiced value of the perforated material and not to any part of the transportation charges.
17. Quotations-Acceptances-Quotations are effective for thirty days only from date of issuance and acceptance must be received by Seller in writing at its main office and no other acceptance, oral or written, will be binding on Seller. Acceptance of this quotation is expressly limited to the Terms and Conditions of this quotation and the rights of parties shall be governed exclusively by the Terms and Conditions hereof. If this quotation is accepted and buyer's order form is used for the purpose, it is expressly understood and agreed that the Terms and Conditions herein shall prevail insofar as the same may in any way conflict with the provisions set forth in such order forms of the Buyer and the issuance of such order form by Buyer shall be deemed to be Buyer's assent to the foregoing.
18. Quotations of Buyer's Specifications-If quotation, or any part thereof, is made pursuant to drawings of blueprints furnished by the Buyer, Seller reserves the right to recheck quotation before accepting order at the price or prices shown. Buyer is obliged at all times to notify Seller of any change in specifications.
19. Buyers Credit on Default-If, in the judgment of Seller, the financial condition of buyer at any time does not justify initiation or continuance of production or shipment on the terms specified, Seller may require full or partial payment in advance.
20. Delays-Seller shall not be liable for loss or damage due to delay in manufacture or delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, compliance with any regulations, orders or instructions of any Federal, State or Municipal Government or any department of agency thereof, acts of God, acts or omissions of the Buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, war, riot, delays in transportation or inability due to causes beyond the Company's reasonable control to obtain necessary labor, manufacturing facilities or materials from the Seller's usual sources and any delays resulting from any such cause extends the deliver y date accordingly. **IN NO EVENT SHALL THE SELLER BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY DELAY FOR ANY CAUSE.**

21. Errors in Weight or Number Delivered-Seller shall have no liability for errors in weight or quantity delivered unless claim in made by Buyer within (10) days after receipt of shipment. If such timely claim is made by Buyer, Seller may fulfill its responsibility by either shipping the quantity necessary to make good the deficiency or, at Seller's option, crediting Buyer with the invoice price of the deficiency.
22. Patent Infringement-Buyer shall save the seller harmless from all loss, damage, or liability, including attorneys' fees, arising out of the manufacture by seller for the Buyer of any patented device or part thereof or on account of the use of such articles by the Buyer, the patents for which Seller does not own or control.
23. Government Price Controls-Seller reserves the right to cancel orders in the event selling prices are established by government regulations which are lower than prices quoted.
- 24 .Government Production Standards-Seller hereby certifies that the perforated material was produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and all regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.
- 25 .Correction of Errors-Seller reserves the right to correct all typographical or clerical errors which may be present in the prices or specifications.
26. Warranty-Seller warrants the perforated material sold against defects in material and workmanship for a period of thirty (30) days after buyer's receipt of shipment.  
THE OBLIGATION OF SELLER UNDER THIS WARRANTY SHALL BE LIMITED TO REPAIRING OR REWORKING F.O.B. SELLER'S PLANT, OR ALLOWING CREDIT AT SELLER'S OPTION. ANY PERFORATED MATERIAL WHICH MAY PROVE TO BE THUS DEFECTIVE, PROVIDED THAT BUYER GIVES SELLER PROMPT NOTICE OF THE DEFECT OR DEFECTS DURING THE WARRANTY PERIOD AND INSPECTION, IF REQUIRED BY THE SELLER, CONFIRMS THE DEFECT OR DEFECTS. IT IS EXPRESSLY AGREED THAT THIS REMEDY OF REWORKING, REPLACEMENT, OR CREDIT, AT SELLER'S OPTION, IS THE EXCLUSIVE REMEDY UNDER THIS CONTRACT.  
Goods returned without written permission of Seller will not be accepted for credit and will be returned to Buyer F.O.B. Seller's plant. Expenses incurred by buyer in repairing or replacing any defective product will not be allowed except by written permission of Seller. THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT, AND THAT THERE ARE NO IMPLIED WARRANTIES THAT THE GOOD SHALL BE MERCHANTABILITY OR FIT FOR A PARTICULAR PURPOSE. IN THE EVENT OF BREACH OF THIS CONTRACT BY SELLER, THE BUYER SHALL NOT BE ENTITLED TO CONSEQUENTIAL DAMAGES.
27. Tooling-All tooling used by the Seller in the processing of the perforated material shall remain the property of Seller. Invoices for tooling charges may be rendered prior to commencing the processing of the perforated material.
28. Scrap-Scrap material resulting from the processing of the perforated material shall be the property of Seller.
29. Customer's Material-Material furnished by the Buyer shall be shipped to the Seller freight prepaid and all risks of loss or damage to the Material, including processing loss, shall remain with the buyer. Buyer hereby indemnified and holds Seller harmless against any and all claims for loss, liability, injury or damage arising out of or in connection with the perforated material and/or workmanship applied to or used in connection with the Buyers' material.
30. Cleanliness-The perforated material may contain lubricants used in Seller's processing. If buyer specified dried material, Seller is not liable for surface conditions resulting from the absence of lubricants.
31. Cancellation, Changes or Alterations-Orders placed cannot be cancelled or altered nor can deferred deliveries of goods completed or in process be extended beyond original specified delivery dates, except with the Seller's express written consent and upon terms which will indemnify Seller against loss.
- 32 .Limitation of Waiver of Breach-The waiver by Seller of any breach of this contract, shall be limited to the particular instance and shall not operate or be deemed to waive any future breach of the same provision or any other provision on the same or any other occasion, nor operate as a waiver of Seller's right to enforce any rights by such remedies as may be appropriate.
33. Seller's Remedies Cumulative-The rights and remedies of Seller under this contract shall be cumulative and the exercise of any one of them shall not be exclusive of any other right or remedy provided by this contract or allowed by law.
34. Assignment of Contract-This contract may not be assigned by Buyer without the prior written consent of Seller first had and obtained.
35. Entire Agreement-This contract contains the entire agreement between parties and is not subject to modifications except by written agreement signed by both parties.
36. Law Governing Contract-This contract shall be governed by the Uniform Commercial Code and the laws of the Commonwealth of Pennsylvania.

Revised: 12-12-2014