

STRANCO PRODUCTS

Terms of Sale

WARRANTY

Stranco Products warrants that the articles delivered shall be free from defects in material, workmanship and fabrication. Any material sold which is determined by Stranco Products to be defective can be returned to Stranco Products as Stranco Products instructs and will be repaired or replaced at Stranco Products option.

WARRANTY DISCLAIMER

Stranco Products makes no warranty, express, implied or statutory, other than the limited warranty statement above. Stranco Products disclaims any liability for product defect claims that are due to product misuse, improper product selection, incorrect installation or misapplication, and any description does not express or imply a warranty that the products are merchantable or fit for a particular purpose.

PRODUCT DESIGN

Stranco Products does not design in products, our customers are responsible for designing in the correct products for their application. Technical factory data sheets can be provided with product specification values for physical, electrical and chemical properties. Material properties required beyond the ones provided on the factory data sheets, would be the responsibility of the customer to test and evaluate.

LIMITATION OF LIABILITY

Stranco Products liability in all events is limited to, and shall not exceed, the purchase price paid. In no event shall Stranco Products be liable for incidental, special, indirect or consequential damages.

PROMPT DISPOSITION

Stranco Products will make a good faith effort for prompt correction or other adjustment with respect to any product which proves to be defective. Before returning any product, write or call Stranco Products, (phone 1-800-621-3335) giving date and original invoice number, and describing defect. A return authorization number will be assigned and must be referenced on returned boxes. If product is defective, Stranco Products will take responsibility of freight from the original point of delivery indicated on Purchase Order. Stranco's return shipping instructions must be followed or Stranco waives that responsibility. Title and risk of loss pass to Purchaser on delivery to the common carrier.

ADDITIONAL TERMS

FORCE MAJEURE

Stranco Products shall not be liable for any delay in or impairment of performance resulting in whole or in part from Acts of God, severe weather conditions, labor disruptions, governmental decrees or controls, insurrections, war risks, shortages, inability to procure or ship product or obtain permits and licenses supplies or raw materials, or any other circumstances or causes beyond the control of Stranco Products in the conduct of its business.

DELIVERY

Delivery terms are F.O.B. Shipping Point unless otherwise specified in the quotation. Title and risk of loss shall pass to Purchaser on delivery to the common carrier or vessel in the United States. If product is damaged in transit, Purchaser must file claim exclusively with carrier, vessel and/or insurance company. Purchaser shall be responsible for obtaining insurance.

The promised delivery is the best estimate possible based on current and anticipated factory lead times. We shall not be liable for delay in deliveries directly or indirectly resulting from or contributed to buy any circumstances beyond our control. Seller assumes no liability for loss, damage or consequential damage due to delays.

CANCELLATION

Any cancellation must be approved by Stranco Products, and may be subject to restocking and other charges.

MODIFICATION OF TERMS

Stranco Products' acceptance of any order is subject to Purchaser's assent to all of the terms and conditions set forth in Stranco Products' acknowledgment, and Purchaser's assent to these terms and conditions shall be presumed from Purchaser's receipt of Stranco Products' acknowledgment, or from Purchaser's acceptance of all or any part of the goods or services ordered. All other contrary terms and conditions are expressly rejected, and no addition or modification of terms and conditions shall be binding upon Stranco Products unless agreed to by Stranco Products in writing.

Any terms or conditions of buyer in a purchase order or other document or communication that conflict with, differ from, or add to them will not become part of an order or sales agreement for product(s) unless specifically agreed to in writing by an authorized representative of Stranco Products.

DOMESTIC ORDERS

SALES TAX

Stranco Products is required to charge state and local tax on items shipped to any location for which sales tax exemption certification has not been provided. When ordering please indicate clearly which items are tax exempt. If they are for resale, furnish a resale or manufacturer's certificate by fax.

PAYMENT TERMS

For customers with established credit, terms are net 30 days from date of shipment. If credit is not established, please include payment with order or purchase through Visa or MasterCard. All payments must be in U.S. dollars.

CREDIT BALANCE

Purchaser agrees that any credit balances issued will be applied within one (1) year of its issuance. IF NOT APPLIED OR REQUESTED WITHIN ONE (1) YEAR, ANY BALANCE REMAINING WILL BE SUBJECT TO CANCELLATION, AND Stranco Products SHALL HAVE NO FURTHER LIABILITY.

ORDERS SHIPPED OUTSIDE OF THE UNITED STATES

EXPORT SALES TERMS AND CONDITIONS

ORDER ACCEPTANCE

No order can be accepted for export by **Stranco Products** without the purchaser's Federal Express account number. It is understood that the conditions of laws of the United States and other country must be met. It is acknowledged that no order shall be deemed accepted unless and until it is verified and accepted by **Stranco Products** in a continental United States facility. Purchaser further consents that submission of its order shall subject Purchaser to the jurisdiction of the courts of the United States and the country of acceptance.

PAYMENT TERMS

Unless otherwise agreed, all export sales are made on condition that Purchaser make payment by cash in advance at the time of order, or wire transfer, that Purchaser open an irrevocable letter of credit in favor of **Stranco Products** prior to shipment payable by sight draft drawn against such letter of credit, or that Purchaser establish satisfactory credit with **Stranco Products** prior to shipment. For Purchasers with established credit, terms are 30 days from date of shipment. At **Stranco Products'** option, export orders may be subject to special export payment terms and quotations. Cash or anticipation discounts are not allowed. All payments must be in U.S. dollars, and **Stranco Products** shall have the right to set-off and deduction for all sums owed. If an open account Purchaser fails to make full payment within 30 days from date of shipment, **Stranco Products** may defer shipment of other orders, or cancel all or any part of any unshipped order until such payment is made.

FREIGHT POLICY

Unless varied herein, shipping terms are FCA (as defined by International Chamber of Commerce Terms) Bolingbrook, IL, using local shipping point and routing of **Stranco Products'** choice. Shipments are freight collect from Bolingbrook, IL. At **Stranco Products'** option, freight policy for export orders may be subject to special terms and conditions. If any item is backordered on an order qualifying for freight prepayment, that item will be shipped prepaid as Purchaser's exclusive remedy.

COUNTRY OF IMPORTATION

Purchaser represents that it is purchasing the products for the purpose of exporting them from the United States and importing them to the country specified in Purchaser's purchase order. Purchaser agrees that the products will be shipped to that destination in compliance with the laws of such country, and that there will be no re-export or diversion. If requested by **Stranco Products**,

Purchaser shall provide documentation satisfactory to **Stranco Products** verifying delivery at the designated port of entry.

EXPORT AND IMPORT LICENSES; PERMITS AND FREIGHT FORWARDER

Notwithstanding anything contained herein and unless expressly agreed, Purchaser shall be responsible for obtaining and paying for any permits, licenses, or other governmental authorization(s) necessary for the exportation or importation of the products into the designated country of importation, and it shall comply with all laws and regulations thereof. Purchaser shall select and pay the freight forwarder who shall solely be the Purchaser's agent. The freight forwarder's actions shall not be deemed authorized by, or binding upon **Stranco Products**, unless expressly agreed to by **Stranco Products**.

FOREIGN CORRUPT PRACTICES ACT

Purchaser acknowledges that it is not the agent of **Stranco Products** and represents and warrants that it has not and covenants that it will not pay anything of value to any government employee in connection with the resale of the products.

GOVERNING LAW; LIMITATIONS

These Terms and Conditions shall be construed, interpreted and performed exclusively according to the, excluding conflict of law rules, of the State of Illinois, United States of America. Any legal action with respect to any transaction must be commenced within one year after the cause of action has arisen. The provisions of the Uniform Commercial Code as adopted by the State of Illinois, and not the United Nations Convention on Contracts for the International Sale of Goods, shall apply.