

A-LOK Products, Incorporated
General Terms and Conditions of Sale

These terms and conditions apply to all sales or order of services by A-LOK Products, Incorporated whether by purchase order or otherwise. Acceptance by A-LOK Products, Incorporated of any order or request for services is expressly limited to the terms and conditions set forth below. No one except a duly authorized officer of A-LOK Products, Incorporated may modify the terms hereof and any modification must be in a writing signed by such duly authorized officer. If these terms are not acceptable, you should notify A-LOK Products, Incorporated at once.

1. Agreement.

These terms and conditions constitute the entire agreement between the parties hereto and supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter hereof.

2. Acceptance.

Unless otherwise specifically agreed to in writing and signed by an authorized representative of A-LOK Products, Incorporated, all orders received by A-LOK Products, Incorporated are subject to these terms and conditions. Offers to purchase goods or provide services can be accepted only by an authorized representative of A-LOK Products, Incorporated. Any different or additional terms and conditions proposed in a purchase order or otherwise are hereby rejected by A-LOK Products, Incorporated and shall not be incorporated into this agreement.

3. Delayed Deliveries/Unforeseen Circumstances.

Delivery will be made on or about the date indicated in A-LOK Products, Incorporated's acknowledgement; however, A-LOK Products, Incorporated cannot be responsible for delays due to any cause beyond its control, including, but not restricted to, acts of God, war, acts of the enemy, hostilities, civil commotion or sabotage, acts of Government, fires, floods, explosion or other catastrophes, accidents, epidemics, quarantine restrictions, differences with workmen, embargos or other transportation delays of any kind, inability to obtain fuel or other material, and delays incurred by A-LOK Products, Incorporated's suppliers due to such causes. Any such causes of delay, even though existent on the date of A-LOK Products, Incorporated's acknowledgement, shall extend the time of A-LOK Products, Incorporated's performance by a period or periods equivalent to the delays so occasioned and to such further extent as may be necessary to enable A-LOK Products, Incorporated to make delivery by the exercise of reasonable diligence in view of the circumstances existing after such causes of delay have been removed. A-LOK Products, Incorporated reserves the right to cancel any delivery in the event of a material adverse change in the availability or cost of materials or in the event of any other material unforeseen circumstances.

4. Payment.

The price of goods delivered will be due and payable in accordance with terms of payment set forth in A-LOK Products, Incorporated's acknowledgement. A-LOK Products, Incorporated may cancel deliveries of goods if Buyer fails to make any payment when due. A-LOK Products, Incorporated's rights under this section shall be in addition to all other rights and made in accordance with said terms of payment, Buyer shall pay to A-LOK Products, Incorporated all reasonable costs of collection, including reasonable attorney's fees incurred by A-LOK Products, Incorporated in collecting sums due on account of the sale. In the event that payment is not made when due, interest on the overdue payment shall be due at the rate of one and one half percent per month. No return of goods ordered and shipped will be allowed unless such goods shall be shown to be defective.

5. Changes and Deletions.

A-LOK Products, Incorporated agrees only to sell the quantity of goods set forth in Buyer's purchase order. Changes requested by Buyer in quantities, drawings, specifications, or delivery schedules may only be made with the written consent of A-LOK Products, Incorporated. Any change requested by Buyer and consented to by A-LOK Products, Incorporated which causes a substantial increase in A-LOK's costs hereunder will result in a fair adjustment in the pricing.

6. Raw Materials and Production Facilities.

Except when otherwise agreed to by A-LOK Products, Incorporated in writing, A-LOK Products, Incorporated reserves the right to (i) select the raw materials to be used in the manufacture of the goods, (ii) select the supplier of such raw materials, and (iii) select the facility and production line to be used in the manufacture of the goods.

7. Title / Delivery Point.

Delivery shall be made F.O.B. A-LOK Products, Incorporated's manufacturing facility in Tullytown, PA, unless otherwise indicated. Title to goods and all risk of loss transfer to Buyer upon delivery to the freight carrier.

8. Taxes.

Buyer will pay all taxes due on any order, including, but not limited to, sales, use, excise or any direct or indirect tax of a similar nature of federal, state, county, or municipal origin. If A-LOK Products, Incorporated is required to collect and/or pay such taxes, Buyer shall reimburse A-LOK Products, Incorporated for the full amount.

9. Warranty.

A-LOK PRODUCTS INCORPORATED LIABILITY IS LIMITED TO REPLACEMENT OR REPAIR OF DEFECTIVE PARTS, EXCLUDING COST OF REMOVAL, INSTALLATION OR UNAUTHORIZED REPAIRS. A-LOK PRODUCTS INCORPORATED WILL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR PRODUCTS WHICH HAVE BEEN ALTERED OR MODIFIED. NO REPRESENTATIVE OF THE COMPANY, OR ANY OTHER PERSON, HAS THE AUTHORITY TO WAIVE, ALTER OR ADD TO THE PROVISIONS OF THIS GUARANTEE OR TO ASSUME FOR THE COMPANY ANY OBLIGATIONS OR LIABILITY IN CONNECTION WITH THE SALE OR INSTALLATION OF A-LOK PRODUCTS INCORPORATED PRODUCTS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

Customer is required to provide its own Property Insurance on all products that are part of this Sales Agreement. Company assumes no risk of loss or obligation to insure.

10. Cancellations and Returns

- Cancellation prior to shipment, customer will be responsible for all charges if any incurred up to date of notification.

A-LOK Products, Incorporated will only accept return of item(s) under the following conditions:

- We must be notified of any returns prior to return of shipment. Authorization Requisition/Return number must accompany all returns.
- Any returned products without authorization will be refused upon arrival and returned to customer at customer's expense.
- A restocking charge will be put on all goods upon inspection.
- Materials returned for credit must be returned within 120 days from purchase.
- All goods must be in decent and proper packaging with an enclosed packing list containing all itemized goods.
- No goods will be credited if damaged, in poor or in dirty condition. There will be a charge for any material which needs to be disposed of.
- Customer is responsible for all freight charges on all returned goods.
- Restocking charges for stock items 25%; non-stock items 50%.

11. Buyer's Indemnity.

Buyer shall defend, indemnify and hold harmless A-LOK Products, Incorporated and its employees and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including reasonable attorney's fees) that A-LOK Products, Incorporated may incur that result from (i) Buyer's negligence, use, ownership, maintenance, transfer, transportation or disposal of the goods sold hereunder, (ii) any infringement or alleged infringement of the intellectual property rights of others arising from Buyer's specifications, and (iii) Buyer's violation or alleged violation of any federal, state, county or local laws or regulations, including without limitation, the laws and regulations governing product safety, labeling, packaging and labor practices.

12. Proprietary Rights.

A-LOK Products, Incorporated retains exclusive rights in and to any proprietary information, data and materials related to the goods sold hereunder, as well as the rights to all discoveries, inventions, patents and other proprietary rights that A-LOK Products, Incorporated may develop in the course of manufacturing the goods. Buyer shall not "reverse engineer" any goods sold by A-LOK Products, Incorporated or otherwise attempt to obtain any proprietary rights of A-LOK Products, Incorporated.

13. No Waiver.

Any concession or indulgence made by A-LOK Products, Incorporated or its failure to insist on performance of any of these terms and conditions shall not be considered a waiver of any other terms, whether the same or similar. No waiver by A-LOK Products, Incorporated of any default or provision hereof shall be deemed a waiver of any subsequent default or provision.

14. Governing Law.

The terms and conditions shall be deemed to have been made in and shall be governed by the laws of the Commonwealth of Pennsylvania. Any legal action shall be resolved in the courts of the Commonwealth of Pennsylvania.

15. Severability.

If any provision of this Agreement, or parts thereof, shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.