1. APPLICABILITY. These Terms and Conditions of Sale (“Terms”) are the only terms and conditions which govern the sale of the goods (“Goods”) by Nylok LLC (“Seller”) to buyer (“Buyer”) and supersedes all other terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. Acceptance is expressly limited to these Terms. Any proposal for additional or different terms or any attempt by Buyer to vary these Terms is hereby deemed material and is objected to and rejected. None of any purchase order or form of contract, or addendum to any purchase order or form of contract, will alter or add to these Terms. The earlier of Seller’s commencement of performance or Buyer’s receipt of any of the Goods shall constitute acceptance of these Terms. If a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

3. PRICES. Prices quoted are based on the price at the time of quotation and are subject to change without notice. Clerical errors are subject to correction without liability.

4. TAXES. Taxes do not include any sales, use, excise, privilege, or other taxes or assessments, new or hereafter imposed or levied by or under the authority of any foreign, state, or local law, rule, or regulation (collectively, “Law”) concerning the Goods or the manufacture or sale thereof. If Seller pays any such taxes or assessments, Buyer shall, upon demand, immediately reimburse Seller for such amounts.

5. TERMS OF PAYMENT. All payments are due net 30 days from date of invoice. All orders are subject to acceptance in writing by Seller. No discounts shall be taken unless specifically allowed in writing by Seller. All amounts due Seller from Buyer shall be paid without abatement, deduction, or setoff. The date of payment of an invoice shall be the date paid in full if payment is received by Seller or at the location designated on the invoice. Interest not paid when due are subject to a late payment service charge of the lesser of 1.5% per month or the highest rate permitted under the law, calculated daily and compounded monthly. If Buyer fails to make any payment when due, Buyer shall be liable for all costs and expenses incurred by Seller in connection therewith, including attorneys’ fees and costs. If, in Seller’s judgment, the financial condition of Buyer does not justify continuation on the terms of payment above, Seller may require full or partial payment in advance or otherwise adjust the terms including ceasing to supply Buyer.

6. FREIGHT. Buyer shall pay all costs and expenses of freight from point of manufacture to Buyer. Risk of loss or damage to Goods shall pass to Buyer upon delivery to Buyer, to its designated agent, or to a carrier for delivery to Buyer, whichever occurs first.

7. DELIVERY. Shipping and delivery dates are estimates and are based upon prompt receipt of Buyer’s specifications from Buyer. Delays in securing Buyer’s approval of any matter shall, at Seller’s discretion, extend the date of delivery. Buyer shall not be liable for any claim, Loss, expense, or damage of any kind whatsoever for delays, loss or damage in transit.

8. INSPECTION. Buyer may inspect the Goods upon arrival, and Buyer shall immediately notify Seller in writing of any claims that the Goods do not conform to Seller’s warranty for such Goods. Failure to give such written notice during such period will constitute satisfactory shipment by Seller and irrecoverable acceptance by Buyer of all Goods.

9. BLANKET ORDERS. All Orders under a blanket order must be requested by Buyer for delivery within the agreed-upon time frame, which shall not exceed one year from the date of the blanket order, and shall be delivered in the agreed-upon release quantities.

10. CHANGES. Changes in specifications or designs relating to any products, changes in delivery schedules or reschedules or cancellations of orders are subject to the agreement of all parties. The cost of any such item in combination with that causes the infringement; (ii) use of the Goods or any part thereof are deemed to infringe any such patent, Seller shall, at its expense and sole option: (i) procure for Buyer the right to continue using said Goods or part thereof; (ii) obtain for Buyer, at Seller’s expense, a license to use the specifications, design, structure, operation, material or method of making Goods including (“Buyer’s Specifications”), without limitation, any resulting violation of intellectual property or proprietary rights; (iii) Buyer’s use, misuse or disposal of Goods or materials.

11. PATENTS. Except as provided in Section 14 and provided Buyer has made all payments due Seller, Seller shall defend, hold harmless, and indemnify Buyer, and its affiliates, agents, and representatives against any action, demand, suit, or proceeding, whether civil, criminal, administrative, or otherwise, based upon the implementation, use, or manufacture of the Goods or any part thereof, or any patent, trademark, trade secret, or copyright that relates thereto, or any such use, notwithstanding any charge Seller may have made therefor. In no event shall Buyer have any interest in any Tooling which is utilized in the production of Goods, or which has been converted or adapted by Seller for such use, notwithstanding any charge for such utilization, conversion or adaptation.

12. CONFEIDENTIALITY. All non-public, confidential or proprietary information of Seller is confidential, solely for the use in performing hereunder and may not be disclosed, used or copied unless authorized in advance by Seller in writing.

13. FORCIBLE MAJESTER. Seller shall not be liable for any delay in or failure to perform due to war, embargo or contingency beyond its reasonable control.

14. TERMINATION. Seller shall have the right to cease work or terminate these Terms or any purchase order, in whole or in part, at any time, without liability, if: (i) Buyer breaches or defaults under these Terms or any other agreement it has with Seller; (ii) a petition under any applicable law relating to bankruptcy, insolvency, or reorganization is filed by or against Seller; (iii) Buyer enters into any assignment for benefit of creditors; (iv) a receiver is appointed for Buyer or any substantial part of its assets; or (v) Seller shall have any reasonable ground for insecurity with respect to Buyer’s ability to perform and Buyer is unable to provide Seller with adequate assurance within ten days after written request therefore by Seller. In all cases, Seller’s rights are cumulative, are not exclusive and in addition to all other rights and remedies it may have at law or in equity. No termination shall affect any accrued rights or obligations of either party as of the effective date of such notice of termination.

15. WAIVER. All waivers by Seller shall be in writing. Failure of Seller at any time to require Buyer’s performance of any obligation hereunder shall not affect Seller’s right to require performance of that obligation. No delay or omission in the exercise of any right, power, or remedy hereunder shall impair such right, power, or remedy or be considered to be a waiver of any default or acquiescence.

16. MISCELLANEOUS. Buyer shall not assign any of its rights or obligations hereunder without Seller’s prior written consent. Buyer shall comply with all applicable laws. There...
are no third-party beneficiaries. These Terms shall be construed in accordance with the laws of the State of Michigan without regard to any rules on conflicts of laws. Provisions which by their nature should survive will remain in force after any termination or expiration. The section headings are included solely for the convenience of the parties.

7/8/15