

Sales Terms and Conditions

The Terms and Conditions set forth herein are incorporated by reference in all sales by Circle Bolt & Nut Co., Inc. ("Company") to a buyer of goods ("Buyer"). Acceptance of these Terms and Conditions is a condition precedent to a formation of an agreement between Company and Buyer.

1. AGREEMENT. By agreeing to purchase goods from the Company, the Buyer accepts an offer by Company to sell the goods (the "Goods") to Buyer and is not an acceptance of any offer by Buyer to purchase the Goods from Company. If an existing contract regarding the Goods at issue has been duly executed and signed by Company and Buyer, the terms and conditions set forth in such contract shall govern the sale. Company's acceptance is expressly made conditional on Buyer's assent to all terms and conditions set forth herein, which shall constitute the entire contract of sale between the parties, notwithstanding any different or additional provisions on Buyer's purchase order. Buyer's assent to these Terms and Conditions will be conclusively evidenced by Buyer's failure to notify Company in writing of any objections hereto within 10 calendar days after receipt of the Goods. Any terms printed on a purchase order or other writing issued by Buyer that are inconsistent herewith shall be deemed to be objected to by Company and Company's failure to specifically object thereto shall not be construed as a waiver by Company of these terms.

2. PRICE & TAXES. Unless otherwise specified, in writing by Company, Company's prices do not include sales, use, excise or similar taxes, and the amount of any such taxes applicable to the production. Any taxes that Company may be required to pay or collect, under any existing or future law, with respect to the sale, purchase, delivery, storage, processing, or use of the Goods, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of Buyer, who shall promptly pay the amount thereof to Company upon demand. Company is entitled to rely upon Buyer's representations regarding its taxability and Buyer hereby agrees to defend, indemnify, and hold Company harmless for claims and damages it may incur due to such reliance.

3. TITLE & DELIVERY. Unless specially designated otherwise in a writing signed by the Company, delivery and transfer of title to Buyer will take place, F.O.B., at the plant of third-party manufacture, and, except as expressly provided herein, Company's liability shall cease upon such delivery. Thereafter, all risk of loss, delay and damage shall fall upon Buyer. Company or Buyer shall make arrangements with a third-party for shipment of the Goods from their point of manufacture. Each delivery of title in the Goods to Buyer shall be considered a separate and independent transaction, and the price for Goods shall be determined and payment therefore shall be made accordingly. Buyer may not refuse to accept any shipment of any Goods on the ground that there has been a failure to deliver any other lot or that material in any other lot was nonconforming.

4. DELAYS. Any time for shipment or delivery specified on the Acknowledgment (or valid modification thereto) constitutes only an estimate of the approximate time for delivery and Company does not guarantee delivery by any date in any Acknowledgment. If any failure to deliver extends beyond such period of time and is a result of labor disputes or trouble of any kind, inadequate labor supply, accidents to or breakdown of machinery or equipment, failure of usual sources of supply material, government controls or restrictions of any kind, delay or failure of transportation, war, armed conflict, invasion, insurrection, embargo, blockade, fire, force majeure, acts of God, or any other contingencies beyond Company's control,

whether related or unrelated or similar or dissimilar, Company shall have no liability whatsoever.

5. PAYMENT. Terms of payment are 30 calendar days from date of invoice, not date of shipment or delivery to Buyer. Interest at the rate of 2.0% per month will be charged on all amounts not paid when due, not to exceed the maximum rate allowed by law. If Buyer is in default in payment of any shipment, or if Company shall have any reasonable grounds to doubt at any time Buyer's financial responsibility, Company shall have the right, in addition to any other rights it may have, to stoppage in transit and/or to decline to make further shipments or deliveries except upon full payment therefore in advance. Buyer shall make no deductions (including those for alleged damages) from any payment due hereunder, unless specifically authorized by Company. In the event that Buyer defaults on its payment obligations hereunder, Buyer shall be liable to Company for Company's costs of collection, including attorneys' fees and litigation expenses, in addition to the interest noted above.

6. DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY STATED HEREIN, COMPANY HAS NOT GRANTED OR AGREED TO OR MADE, AS THE CASE MAY BE, ANY WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS). BUYER UNDERSTANDS AND AGREES THAT COMPANY OFFERS NO WARRANTY ON THE GOODS AND THAT ANY CLAIM IT MAY HAVE SHOULD BE DIRECTED AT THE MANUFACTURER THEREOF. COMPANY AGREES TO TRANSFER MANUFACTURER'S LIMITED WARRANTY TO BUYER AND TO PROVIDE BUYER WITH A COPY THEREOF. Company shall make reasonable efforts to facilitate communication between the Manufacturer and Buyer in an effort to achieve a resolution of any issues raised by Buyer concerning the quality of the Goods. It is expressly understood that any technical advice given by Company's representatives or salesmen concerning the use or characteristics of the material sold hereunder shall be construed to be mere statements of opinion and shall neither be binding on nor enforceable against Company, all such advice being given and accepted at Buyer's risk.

7. LIMITATION OF LIABILITY. COMPANY SHALL NOT BE LIABLE TO BUYER WITH RESPECT TO ANY SALES OF PRODUCTS OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, WHETHER UNDER THEORIES OF CONTRACT, TORT, INDEMNITY, PRODUCT LIABILITY, STRICT LIABILITY, OR OTHERWISE, FOR ANY LOST PROFITS OR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF BUYER HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND COMPANY HEREBY DISCLAIMS ALL SUCH DAMAGES. NO CLAIM OF ANY KIND, WHETHER AS TO PRODUCTS DELIVERED OR FOR NON-DELIVERY OF PRODUCTS OR OTHERWISE, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED. Buyer shall inspect and test Goods delivered hereunder for damage, defect or shortage immediately upon receipt at Buyer's plant or such other location as determined by Buyer and provide Company notice of any such damage, defect or shortage within 10 days of receipt. Company's sole obligation as to any Goods sold hereunder shall be limited to a refund the purchase price thereof (plus any delivery costs

borne by Buyer), as Buyer's sole and exclusive remedy. Unless Buyer shall give written notice of claim to Company within 30 days from date of invoice of the Goods, Buyer shall be deemed to have waived all claims with respect thereto. Buyer assumes all risk and liability with respect to the use of the Goods, whether used alone or in combination with other products, and Buyer shall have the sole responsibility for determination of the suitability of the Goods for the use contemplated by Buyer. Any action for breach of any term hereof must be commenced within 1 year after the cause of action has accrued.

8. INDEMNIFICATION. Buyer shall indemnify, defend and hold Company and its affiliates, officers, directors, employees, agents, licensees, sub-licensees and all their successors and assigns (collectively, the "indemnitees") harmless from and against any and all losses, claims, demands, suits, damages, liabilities and related costs and expenses (including reasonable attorneys' fees and litigation expenses) incurred by or asserted against any Indemnitee arising out of or in any way connected with any of the following: (a) any violation by Buyer of applicable law in connection with the purchase of Goods hereunder; (b) a breach by Buyer of any provisions or warranty, if applicable, contained in these Terms and Condition; (c) accidents, occurrences, injuries or losses to or of any person or property that are in any way related to or result from, in whole or in part, the use and/or modification of the Goods by Buyer or Buyer's agents or employees, regardless of whether caused in part by an Indemnitee; and (d) any use or misuse by Buyer of any patent, copyright, trademark or trade secret or intellectual property right of Company by reason of any unintended use of Goods. Buyer's indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by Buyer or any subcontractor or supplier under worker compensations acts, disability benefits acts, or other employee benefit acts.

9. FREIGHT. When prices include the cost of transportation from point of shipment, Company shall have the right to designate the means of transportation and routing, and if Buyer requires a more expensive means of routing, Buyer shall pay any extra cost involved.

10. RETURNS & CANCELLATIONS. Company is not obligated to accept returns of Goods and/or cancellations of

orders for Goods. In the event that Company elects to accept returns of Goods, a 20% restocking fee shall apply. In the event of a material defect in the Goods, Buyer shall notify Company, which shall, in good faith, facilitate communications between the Goods' Manufacturer and Buyer regarding requests for returns and appropriate restocking fees. Company will honor any returns and/or cancellations accepted by the Goods' Manufacturer, provided that title in the Goods has not transferred to Buyer.

11. ENTIRE AGREEMENT. This Agreement, together with the documents attached hereto or incorporated herein by reference, and any confidentiality or secrecy agreement executed by Company and Buyer, shall constitute the entire agreement of the parties and may not be modified, except by a written amendment signed by both parties. Buyer is hereby notified of Company's objection to and rejection of any additional or different terms in papers unilaterally supplied by Buyer. THIS AGREEMENT IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND CONTAINED IN ANY OTHER DOCUMENTS THAT EXPRESSLY CONSTITUTE THE AGREEMENT, AS DEFINED HEREIN.

12. MISCELLANEOUS. (a) Buyer's rights, interests or obligations hereunder any not be transferred, delegated, assumed or assigned, in whole or in part, without the prior written consent of Company. (b) The failure of either party to enforce or to insist on performance of any of the provisions of these conditions shall waive any such provision, and shall not affect or limit in any way such party's right to compel compliance with every term and condition hereof. (c) These Terms and Conditions may be modified or rescinded only by a writing executed and signed by the parties or their duly authorized representatives. (d) This writing is intended by the parties hereto as the final expression of their agreement and is the complete and exclusive statement of the terms hereof. (e) Buyer represents that it is not insolvent and agrees to notify Company promptly if Buyer becomes insolvent before delivery of the Goods. (f) The construction, performance and completion hereof shall be governed by the law of the Commonwealth of Pennsylvania. (g) Company may assign any agreement between Company and Buyer, in whole or in part. (h) The U.N. Convention on Contracts for the International Sale of Goods shall not apply to any agreement between Company and Buyer.