TERMS AND CONDITIONS
Emhart Teknologies, LLC
a STANLEY Engineered Fastening Company

1. Parties: “Seller,” “we” or “our” shall mean Emhart Teknologies, LLC. “Buyer” or “you” shall mean the purchaser listed on the front hereof.

2. Sole terms and conditions of acknowledgment and acceptance: It is understood that Seller accepts no terms or conditions other than those on the front hereof and as enumerated herein, except by separate letter of consent. If Seller receives from the Buyer no written objections to these terms and conditions within ten (10) days from the date of the mailing hereof to the Buyer, the conditions set forth in detail in this acknowledgement shall be considered as having had the unqualified acceptance of the Buyer.

3. Shipping: In the absence of shipping instructions, routing will be at our discretion.

4. Payment Terms: Net 30 from date of invoice.

5. Claims: All claims covering alleged errors in shipments must be made within ten (10) days after date of invoice.

6. Returns: Goods cannot be returned for credit except where permission is granted by us beforehand in writing.

7. Delivery, Title, and Risk of Loss: We will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay, when such delay is directly or indirectly, caused by, or in any manner arises from fires, floods, accidents, riots, acts of God, war, Governmental interference or embargoes, strikes, labor disputes or difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these heretofore specified) beyond our reasonable control. In the event of such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time loss by reason of the delay. Once delivery has been made to F.O.B. point of shipment, title and risk of loss passes from Seller to Buyer.

8. Prices: Prices are subject to change without notice. Pricing shall comply with all existing, applicable price regulations. We reserve the right to bill at our price(s) prevailing at time of shipment providing it shall comply with applicable price regulations. Schedules determining the net price applying to various quantities are printed with the applicable price lists issued separately as price changes occur. No charge will be made for packing or casing any material shipped in standard packages. Where special cases are requested, or other than standard packing is necessary, the expense involved will be charged to the Buyer. Federal, State or Municipal taxes now or hereafter imposed in respect to all sales and the production, treatment, manufacture, sale, delivery, transportation or proceeds of the products specified against such sales (except income taxes) shall be for the account of the Buyer, and if paid or required to be paid by the Seller the amount thereof shall be added to and become a part of the price payable by the Buyer.

9. In the event charges are made to Buyer covering costs of the necessary tools and fixtures required for the particular work, such tools and fixtures shall remain the sole property of Seller and are retained in Seller’s possession for use non-exclusively in filling orders of Buyer, unless specifically stipulated otherwise in the purchase order. There will be no additional charge for upkeep or replacement, but if, at any time, a period of one year has lapsed since the receipt of any order from Buyer requiring the use of such tools and fixtures, Seller may thereafter make any use or disposition of such tools and fixtures as Seller desires, without any accounting to Buyer for such use or disposition or the proceeds thereof.

10. Cancellation: Orders accepted by Seller can be cancelled or specifications changed only with Seller’s written consent and upon the condition that Buyer pay Seller reasonable cancellation charges, as determined by Seller.

11. Special Products: Seller reserves the right to ship the Buyer any quantity of “special” products up to ten percent (10%) in excess of, or less than, the exact quantity covered by Buyer’s order. Orders for “special” products are not subject to change or cancellation without written approval from Seller and upon the condition that Buyer pay Seller reasonable charges.

12. General: Seller represents and warrants that all materials furnished by Seller hereunder will be (i) within the limits and of the sizes offered by Seller, (ii) subject to Seller’s standard tolerances for variations, and (iii) in compliance with Seller’s written specifications. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE MATERIALS FURNISHED, EITHER EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY EXCLUDES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All materials made by us are inspected before shipment, and should any of the same prove defective due to faults in manufacture, or fail to meet Seller’s written specifications, Buyer shall not return the goods, but shall notify Seller immediately, stating full particulars in support of his claim, and Seller will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly. Under no circumstances shall Seller be obligated for any incidental or consequential damages or other expenses incurred by Buyer related to or arising out of the use of the materials provided hereunder. The advice of the Technical Staff of the Seller is available to the trade, but, Seller, not controlling or supervising the subsequent manufacture, fabrication or installation of its products or their use after sales, does not warrant or guarantee such advice. Seller shall not be liable for any incidental or consequential or other damages, losses or expenses in connection with or by reason of such advice. Seller takes no responsibility for the suitability of Buyer’s designs or installation procedures. If any material shall be manufactured or sold by Seller to meet Buyer’s particular specifications or requirements and is not part of Seller’s standard line offered by it to the trade generally in the course of Seller’s business, Buyer agrees to indemnify, protect and hold harmless Seller, including its affiliates, employees, officers and agents, against all suits at law or in equity (including arbitration) and from all damage, claims, threats, settlements and demands for actual or alleged infringement of any United States or foreign Letters Patent, and Buyer shall promptly and fully reimburse Seller for all defense expenses (including attorneys fees, costs, damages and settlement) incurred by Seller to defend any suit or action (including arbitration) which may be brought or threatened against Seller, including its affiliates, employees, officers and agents, for any alleged infringement because of the manufacture, use, sale, offering for sale or installation of the material covered hereby.

13. Wages and Hours: Material manufactured by the Seller for delivery will be manufactured in conformity with applicable State and Federal laws in regard to wages and hours.

14. Patents and Indicia: Except as to any material that shall be manufactured or sold by Seller to meet Buyer’s particular specifications or requirements and is not part of Seller’s standard line offered by it to the trade generally in the course of Seller’s business. By accepting this order we assert that to the best of our knowledge the articles purchased are free from direct infringement of any valid U.S. Letters Patent and we agree to defend and/or settle (at our discretion) any suit for any alleged infringement, provided all papers thereon are delivered promptly to us within ten days of Buyer’s receipt of same, and with Buyer’s full cooperation in the defense and settlement. We hereby disclaim any representation, warranty, indemnification or defense of Buyer with regard to any alleged inducing or contributory patent infringement, or any other intellectual property violations since we are not responsible or fully knowledgeable of Buyer’s end use. Customer agrees not to deface, alter or remove, or permit to be defaced, altered or removed from any equipment furnished hereunder, any special serial number or other indicia of identification showing distinguishing type, model or origin of manufacture, or markings of Letters Patent or trademarks relating thereto.

15. Certification: Test reports covering the material used in the manufacture of Seller’s products are on file subject to examination and indicate conformance with applicable specification requirements.

16. European Union Directives: Certain finishes on some of Seller’s products contain materials that may be deemed to be “hazardous substances” pursuant to directives issued in the European Union. If you specify and purchase a product with such a finish, and the product is installed in an application sold into the European Union, you may be subject to penalties imposed by the European Union. We shall not be responsible for any such penalties which may be incurred, and hereby EXPRESSLY DISCLAIM ANY LIABILITY RELATED THERETO. You are solely responsible for determining the finish you purchase and as a result agree to hold Seller harmless from any penalties, fees, expenses, costs or damages incurred in connection therewith.

17. Disclosure of Information: Any information, suggestions, or ideas transmitted by Buyer to Seller in connection with the performance hereunder shall not be deemed a secret or confidential or submitted in confidence to Seller, except as may be specifically agreed to in writing by Seller.

18. Governing Law: The sale of all materials hereunder and theses terms and conditions shall be governed by the laws of the State of Connecticut, without regard to its conflicts of laws provisions.