

**TERMS AND CONDITIONS OF SALE**  
**Effective May, 1996**

1. All sales and quotations made by Seller are subject to each of the within terms and conditions. These terms and conditions shall replace all terms and conditions of Buyer's order and of any proposal or quotation to Buyer not agreed to by Buyer and Seller prior to the date of sale. Deviations from these terms and conditions contained in the terms and conditions of Buyer's order, including any confirmations, are herewith objected to. In the absence of Buyer's written acceptance, the first to occur of: (i) an acceptance of any goods covered by Buyer's order, or (ii) Buyer's failure to object in writing to the terms and conditions within ten (10) days following its receipt, shall constitute Buyer's acceptance of these terms and conditions. No waiver, alteration or modification of these provisions shall be valid unless made in writing and signed by a duly authorized representative of Seller.
2. Unless otherwise stipulated by contract, all unpaid items will be subject to a late payment fee computed at the rate of one and one-half percent (1 1/2%) per month (an effective rate of eighteen percent (18%) per annum) or the highest rate allowed by law, whichever is less, on the declining balance unpaid for more than thirty (30) days after the date of this invoice is received Buyer shall pay Seller all costs of collection on past due accounts including but not limited to reasonable attorneys' fees, whether or not litigation is commenced in aid thereof.
3. SELLER WARRANTS THAT THE GOODS ARE AS DESCRIBED ON SELLERS PUBLISHER PRICE LISTS AND/OR INVOICES, SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY. No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the Goods sold under this agreement, and unless any affirmation, representation or warranty made by an agent, employee or representative is specifically included within this written agreement, it has not formed a part of the basis of this bargain and shall not in any way be enforceable by the Buyer.
4. SELLER SHALL IN NO EVENT BE LIABLE TO BUYER OR TO ANY PERSON WHO SHALL PURCHASE FROM BUYER OR USE ANY PRODUCTS SUPPLIED PURSUANT FOR DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PRODUCTION OR LOSS OF PROFITS OR CLAIMS OF THIRD PARTIES AGAINST SELLER, RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO ANY DELAY, ACT, ERROR OR OMISSION OF SELLER, AND SELLER'S SOLE LIABILITY TO BUYER FOR ANY CAUSE OF ACTIONS, WHETHER BASED UPON NEGLIGENCE, CONTRACT, OR STRICT LIABILITY, SHALL BE TO REPLACE ANY PRODUCTS SOLD WHICH DO NOT CONFORM TO THE SPECIFICATIONS SET FORTH AT THE TIME OF DELIVERY BY SELLER. THIS LIMITATION OF LIABILITY SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.
5. Quotations are subject to prior sales, change without notice, strikes, accidents and/or other causes beyond Seller's control. All sales and quotations are F.O.B point of shipment, unless otherwise stipulated. Freight is prepaid and charged to Buyer, unless otherwise stipulated, Seller reserves the right to cancel Buyer's order in the event the selling price, or prices, shall be established by the Government with respect to the items covered by Buyer's order which shall be lower than the price, or prices, indicated on Seller's Published Price Lists and/or invoices. All claims of whatever nature, including but not limited to claims for shortage, deductions, and defective Goods must be made in writing to Seller within five (5) days of Buyer's receipt of Goods. Failure to comply with the aforesaid procedure shall constitute Buyer's waiver of any such claim. Buyer must make all claims for damage or loss in transit to the transportation company. Any return of Goods to Seller by Buyer must be authorized by Seller in writing and is subject to a restocking fee. Buyer is responsible for all freight charges, both outbound and incoming. No obsolete items may be returned, Seller will not be liable for Buyer's claims of loss, damage, cost of repairs, or incidental or consequential damages of any kind whatsoever, whether such claims are based upon warranty, contract, or negligence, or whether such claims arise in connection with the sale, use or repair of the Goods.
6. The amount of sales, excise or other taxes, if any, applicable to the Goods covered by the purchase of Goods on Seller's Published Price Lists and/or invoice, shall be added to the purchase price and shall be paid by Buyer unless Buyer timely provides Seller with an exemption certificate accepted by the taxing authorities.
7. This agreement shall be deemed for all purposes to have been made in Missouri and shall be governed by and construed in accordance with the laws of Missouri without regard to its principles of conflicts under law, Any cause of action involving the goods sold hereunder shall be brought only in state and federal courts sitting in the State of Missouri and both parties consent to the exclusive jurisdiction of such courts in any such action between them. Any action for breach of contract must be commenced within two (2) years after the cause of action has accrued.
8. Seller's delivery of the Goods to carrier shall constitute delivery to Buyer. All risk of loss or damage in transit shall be borne by Buyer.
9. Shipping dates are approximate and are not guaranteed. Seller shall not be liable for failure to deliver or perform or for delays in delivery or performance occasioned by causes beyond its control, including without limitation, strikes, lockouts, fires, accidents, interruptions in the supply of materials, breakdowns, delays in carriers or suppliers, and governmental actions and regulations.
10. If Buyer fails to fulfill the terms of payment on any order, Seller, in addition to its rights and remedies, but not in limitation thereof, may, defer all further shipments until such payments are made, or may, at its option, cancel the order. All decisions with respect to the extension and/or continuation of credit terms to Buyer shall be in the sole discretion of Seller, Seller reserves the right to require prepayment of orders.
11. Unless otherwise specified herein, Seller reserves the right to make deliveries in installments. Delay in delivery of all installments shall not relieve Buyer of 1) its obligation to pay for all installments received prior to such delay and 2) its obligation to accept remaining deliveries. Seller reserves the right, even after partial shipment on account of any order, to require satisfactory security from Buyer for performance of Buyer's obligation. Buyer's refusal to furnish such security will entitle Seller to suspend shipments until such security is furnished, and, will entitle Seller, at its option, to cancel the order. In such event, Buyer shall nevertheless be required to pay for such shipments as may have been received by Buyer prior to Seller's cancellation of the order.
12. Seller's failure strictly to enforce any terms or conditions of this agreement or to exercise any right arising hereunder shall not constitute a waiver of Seller's right strictly to enforce such term or condition or exercise such right thereafter. Each right or remedy granted to Seller hereunder shall be deemed cumulative and may be exercised from time to time. Any waiver of Buyer's default hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter.
13. The Seller shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, earth movements, accidents, strikes, labor unrest, delays in transportation, shortage or interruption of transportation, fuel, electricity, labor or materials, or any circumstance or cause beyond the control of Seller in the reasonable conduct of its business.