

## ADDITIONAL TERMS AND CONDITIONS OF SALE

1. **DELIVERIES** - Seller will make every effort to meet delivery dates, but such dates are estimates, are not guaranteed and shall not be a condition of the sale so as to permit cancellation without the Company's permission. All scheduled delivery dates are subject to delays caused by circumstances beyond the Company's control. Receipt of the product or products ordered shall constitute a waiver of all claims for damages caused by any delay. Under no circumstances shall the Company have any liability whatsoever for delays, loss of use, or for any indirect or consequential damage.

### 2. PRICES -

- a. Are F.O.B. the shipping point designated by the Company.
- b. Become firm upon the factory's acceptance of each order as evidenced by the Company's acknowledgment, unless escalation terms are included in the Company's proposal.
- c. Exclude sales, use, occupation, license, excise, and other taxes in respect of manufacture, sale, or delivery, all of which shall be paid by the Buyer, unless a proper exemption certificate is furnished.

3. **TERMS OF PAYMENT** - Net thirty (30) days unless otherwise specified.

### 4. WARRANTY -

- a. The Company warrants all gages for 30 days from date of shipment except in cases of obvious customer abuse and mishandling. Glastonbury Gage offers no further warranties, expressed or implied and its responsibilities due to any defects or inaccuracies in any gage or certificates shall, in no event for any cause whatsoever exceed the purchase price of the pertinent gage.
- b. This warranty pertains to replacement of defective parts only, and the Company's shall not be liable for other defects or shortcomings, and no obligation with regard to suitability, capacity, performance, or compliance with Buyer's specifications, expectations or planned usage is undertaken or is to be implied unless otherwise specified.
- c. Under no circumstances shall the Company have any liability whatsoever for loss of use, loss of anticipated profits or for any other indirect or consequential damages.
- d. This warranty is made in lieu of all other warranties, express or implied, including merchantability. No promise or affirmation (including but not limited to statements regarding capacity or performance of a machine) shall constitute a warranty by the Company or give rise to any liability or obligation of the Company.

5. **CANCELLATION** - Orders may be cancelled or deliveries deferred from their original schedules only on the condition that the Buyer assume full liability for all work in process, unused raw materials, unamortized tooling, engineering, administrative and other cancellation or deferment charges accrued to the Seller. All such cancellation deferment charges are to be determined by the Seller at the time of said cancellation or deferment by the Buyer and the Buyer shall pay said charges within thirty (30) days of the date of said cancellation or deferment.

6. **ATTORNEYS FEES** - In the event it becomes necessary for Glastonbury Gage to retain legal counsel, or to utilize its in-house counsel to implement collection procedures, or to undertake litigation, or to otherwise protect Glastonbury Gage's rights under the contract, or to defend itself against claims which are your responsibility, you, our customer, shall pay Glastonbury Gage a reasonable sum for the attorneys fees and related costs, whether or not such litigation proceeds to final judgment.

7. **VERBAL ORDERS** - Glastonbury Gage's telephone desks are maintained and staffed for immediate service. If shipment of your order is made before written confirmation from you is received, such orders must be considered as accurate as recorded by Glastonbury Gage inside sales personnel. To avoid duplication of verbal orders, please mark confirming orders prominently and clearly "confirmation". Otherwise, duplications will result, and the charges involved will be at your expense. Acceptance of all verbal orders is expressly limited to these terms and conditions stated herein.

8. **BUYERS PRINTS AND DATA** - Seller shall have the right to destroy without liability prints or data submitted for quotation after a reasonable time unless notice in writing is given to the Seller to return such data or prints.

9. **TITLE AND RISK OF LOSS** - Title to, and risk of loss of the products sold hereunder shall pass to Purchaser upon delivery to the carrier at the F.O.B. point of shipment (Glastonbury, CT, unless otherwise specified).

10. **ENTIRE AGREEMENT** - The terms and conditions set forth here constitute the entire agreement between Glastonbury Gage and our customer, the parties, relating to the sale of goods, and this agreement prevails over any and all terms contained in your, our customers, purchase order or acknowledgments unless explicitly stated to the contrary in a writing executed by both you and Glastonbury Gage. This agreement cannot be modified except by a writing signed by both of us.