



TERMS AND CONDITIONS

1. The acceptance of your order is expressly limited to and made conditional upon the terms and conditions herein stated.

THE TERMS STATED HEREIN SHALL CONSTITUTE THE FINAL, COMPLETE AND EXCLUSIVE AGREEMENT OF THE PARTIES PERTAINING TO THIS SALE. No course of prior dealings between the parties and no course of performance or usage of trade shall be relevant to explain any terms stated herein. No statement, promise, understanding, usage of trade, course of performance of dealing or acceptance of or acquiescence in any course of performance or dealing shall be effective to rescind, waive, modify or add to our agreement as set forth herein, or any term hereof, or any right or claim arising out of a breach of default by you; unless such rescission, waiver, modification or addition is expressly approved by Seller in writing.

2. Quoted prices are based on existing conditions and costs, and are subject to adjustment by us, upward or downward, consistent with changes in material costs and wage levels.
3. **Terms of sale are F.O.B. Wallingford, Connecticut. Net 30 days on merchandise, with credit department approval, unless otherwise mutually agreed upon in writing.**
4. No liability for risk of loss will be assumed by Seller after goods are delivered to carrier.
5. No liability will be assumed by Seller for delays due to condition beyond our control.
6. Orders accepted by us are not subject to cancellation except with our written consent and upon terms which will indemnify us for all loss or damage.
7. Unless otherwise stated, orders will be considered complete when footage shipped is within 5% of quantity ordered.
8. Cable orders are subject to a 5% over-run or under-run and will be billed accordingly.
9. All claims must be made in writing within 30 days from date of invoice.
10. Goods returned without our written permission will not be accepted for credit.
11. Our liability is expressly limited to replacement of our merchandise.
12. **THERE ARE NO WARRANTIES OF MERCHANTABILITY, FITNESS OR OTHERWISE, AND NO CLAIMS OR AGREEMENTS, EXPRESSED OR IMPLIED, IN RESPECT TO MERCHANDISE COVERED HEREBY, UNLESS STATED IN WRITING AND ACCEPTED BY BOTH BUYER AND SELLER.**
13. You assume all patent liability except for goods made under our own patents, or patents under which we are licensed. Any charges which we are obligated to pay because of applicable taxes or royalties for use of patented structures or processes are included in quoted prices.
14. Federal or state taxes now or hereafter imposed affecting the production, treatment, manufacture, sales, delivery, transportation or proceeds of the products specified herein, 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 part of the price payable by the Buyer hereunder.
15. This contract shall be governed by and construed in accordance with the laws of the state of Connecticut.
16. Partial shipments shall not be subject to rejection for defect in quantity and remittances with respect thereto, must be made in accordance with invoices rendered in connection therewith.