

## **Kastalon Inc.**

### **Standard Quotation Terms and Conditions**

**CONDITIONS:** The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by an authorized representative of Kastalon. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on the date of quotation and are subject to change by Kastalon based upon market conditions after expiration of the quote valid date. If no such date is provided, the quote shall expire five business days after the date of the quote.

Typographical errors are subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged pro-rata. When quotation specifies material to be furnished by Purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. Kastalon will not be responsible for losses or costs associated with reasonable spoilage.

Purchaser assumes liability and indemnifies Kastalon for any and all claims, including intellectual property infringement claims, when goods are made to Purchaser's specifications. When goods are made to Kastalon's specifications, drawings, designs, etc., Kastalon exclusively retains all intellectual property rights in such goods. These rights extend to, but are not limited to, any engineering, design and/or drawings submitted to Purchaser/prospective Purchaser in conjunction with this quotation. Kastalon retains these rights unless explicitly released in writing by a corporate officer of Kastalon. Purchaser agrees to hold in strict confidence all non-public information of Kastalon and to not use such information for its own benefit or for the benefit of any other party.

Tooling, when quoted, is defined as engineering, design, drafting, jigs, fixtures or other non-tangible or perishable materials. Kastalon will warehouse any tooling at no charge to Purchaser. If any tooling was to be removable, and should be removed from Kastalon's premises by Purchaser, Kastalon relinquishes any liability for said tooling including, but not limited to, the fitness for any particular purpose. Kastalon reserves the right to alter any tooling prior to removal to protect any trade secret that may be divulged from said tooling.

Kastalon warrants materials and workmanship to be consistent with established industry and trade practices. Kastalon liability under this quotation shall not exceed what Kastalon was paid by Purchaser for the goods that give rise to the liability. Kastalon shall not be held liable for any indirect damages of any kind, including incidental, consequential, punitive, or special damages. Kastalon reserves the right to change prices or refuse to perform if Purchaser's specifications vary from those stated on this quotation.

In case of dispute between verbal or faxed quotations and this written quotation, this quotation shall be the controlling document.

By accepting this quotation, Purchaser agrees to make payment within the terms specified on the front of this quotation. Purchaser agrees to pay shipping and handling charges as may be incurred unless otherwise agreed to in writing by Kastalon. Purchaser agrees to pay late payment charges of one and one half percent per month or the maximum allowed under the law, whichever is greater, and will be assessed on any late balance and any costs of collection, including reasonable attorney fees and court costs. Purchaser agrees any disputes will be exclusively settled in Cook County, Illinois according to Illinois law, without regard to its conflicts of law principles.

Any claims for shortages must be made within ten days of the receipt of goods. Claims for nonconformance must be made within fifteen days of the receipt of goods. Purchaser *must not accept delivery* of goods damaged in transit and must notify the carrier of such damage immediately. Kastalon shall not be responsible for goods damaged in transit. Kastalon must be notified in writing in advance of any returns and an RGA (Returned Goods Authorization) number must be obtained and accompany any returned goods.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on Kastalon unless agreed to in writing by an officer of Kastalon.

Prices quoted based on current costs. We reserve the right to alter our prices if our costs are changed. This document is the controlling document for Kastalon's standard terms and conditions, if there is any conflict between this document and any other version, this document will be the controlling document.

KASTALON INC.  
STANDARD INVOICE TERMS  
AND CONDITIONS

CONDITIONS: Typographical errors subject to correction. Purchaser agrees to accept either an overage or shortage of goods not in excess of 10 percent of the ordered quantity. When material has been furnished by Purchaser for the production of this order, some reasonable spoilage may occur. Therefore the quantity shipped may be smaller than the quantity ordered and reflect a zero back order completing the order. Kastalon will not be responsible for return, replacement of components or costs associated with spoilage.

Purchaser assumes liability and indemnifies Kastalon for any and all claims, including intellectual property infringement claims, when goods are made to Purchaser's specifications. When goods are made to Kastalon's specifications, drawings, designs, etc., Kastalon exclusively retains all intellectual property rights in such goods. These rights extend to, but are not limited to, any engineering, design and/or drawings submitted to the Purchaser in conjunction with this order. Kastalon retains these rights unless explicitly released in writing by a corporate officer of Kastalon. Purchaser agrees to hold in strict confidence all non-public information of Seller and to not use such information for its own benefit or for the benefit of any other party.

Tooling, when invoiced, is defined as engineering, design, drawings, jigs, fixtures or other non-tangible or perishable materials. Kastalon will warehouse any tooling at no charge to the Purchaser. Should any tooling, (if removable,) be removed from Kastalon's premises by Purchaser, Kastalon relinquishes any liability for said tooling including, but not limited to, the fitness for a particular purpose. Kastalon reserves the right to alter any tooling prior to removal to protect any trade secret that may be divulged from said tooling.

Kastalon warrants materials and workmanship to be consistent with established industry and trade practices. Kastalon's liability under this invoice shall not exceed what Kastalon was paid by Purchaser for the goods that give rise to the liability. Kastalon shall not be held liable for any indirect damages of any kind, including incidental, consequential, punitive, or special damages. Kastalon reserves the right to change prices or refuse to perform if Purchaser's specifications vary from those stated on this invoice.

In the event of a dispute between verbal, electronic or faxed quotations or any other documents relating to the goods listed on this invoice, this invoice will be the controlling document.

The Purchaser agrees to make payment within the terms specified on this invoice. The Purchaser agrees to pay shipping and handling charges as may be incurred unless otherwise agreed to in writing by Kastalon. The Purchaser agrees to pay late payment charges of 1-1/2% per month or the maximum allowed by law, whichever is greater, and will be assessed on any late balance and any costs of collection, including reasonable attorney fees and court costs. The Purchaser agrees any disputes will be exclusively settled in Cook County, Illinois according to Illinois law, without regard to its conflicts of law principles.

Any claims for shortages must be made within 10 days of the receipt of goods. Claims for nonconformance must be made within 15 days of the receipt of goods. Purchaser must not accept delivery of goods damaged in transit and must notify the carrier of such damage immediately. Seller shall not be responsible for goods damaged in transit. Kastalon must be notified in writing in advance of any returns and an RGA (returned goods authorization) number must be obtained and accompany any returned goods.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on Kastalon unless agreed to in writing by an officer of Kastalon.

Prices invoiced are based on current material costs and may vary from quoted prices. We reserve the right to alter prices if our suppliers change our costs.