

TERMS AND CONDITIONS OF SALE

TERMS: Acceptance of this order is conditional on assent by the Buyer to all of the terms herein. Buyer's assent is assumed unless we are notified to the contrary immediately upon receipt of this acknowledgement. None of the provisions, terms and conditions contained in this document may be added to, modified, superseded or otherwise altered except by a written instrument signed by Seller's authorized representative, regardless of any contrary or additional provisions contained in any purchase order or other form of Buyer.

FOB POINT: The FOB Point is HOKE Controls unless otherwise indicated on our order.

PAYMENT TERMS: Terms are 1% 10 days, net 30 days from date of invoice for established accounts where Seller has received adequate financial information to warrant extending credit to Buyer. Purchase orders from customers not meeting with Seller's financial approval are not accepted under credit terms.

DELIVERY: The delivery dates shown are our best estimate of the time products will be shipped from our factory and we assume no liability for loss, damage or consequential damages due to delays. Our estimated delivery date is based upon timely receipt of any drawings, parts, instructions or any other thing or information which Buyer is required by the quotation, order or specifications to furnish. No liability shall result from delay in performance or non-performance of this agreement, directly or indirectly caused by fire, explosion, accidents, flood, labor trouble or shortage, war, act of or authorized by any government, inability to obtain suitable material, equipment, fuel, power or transportation, or act of God or arising from contingencies, happenings, or causes beyond the control of the party affected. Quantities so affected by any such circumstances may be eliminated without liability, but this agreement shall not otherwise be affected. Overshipments, should they accidentally occur, are to be returned by lowest freight means.

TAXES: Buyer shall reimburse Seller for all taxes, excises or other charges which Seller may be required to pay to any government (National, State, or Local) upon sale, production or transportation of the commodities sold hereunder unless the Buyer shall have furnished to Seller adequate proof of exemption from such taxes.

GOVERNMENT REGULATIONS: Seller certifies that its products are manufactured in compliance with the Fair Labor Standards Act, Equal Opportunity laws and all other applicable government regulations as they may be issued and amended from time to time.

PROPRIETARY INFORMATION: All specifications, data, drawings, designs, know-how are proprietary information which are the sole and exclusive property of the Seller and purchases agrees to retain any and all such proprietary information as Seller may disclose to him in confidence and not disclose it to other parties or use it except for inspection and evaluation purposes in connection with this contract.

CHANGES: This order shall not be changed or modified in whole or part, except with the written consent of Seller.

PATENTS: Seller warrants that the material delivered hereunder does not infringe any United States patent; no further patent warranty is made.

MATERIAL SHORTAGES: In the event of inability for any reason to supply the total demands for the materials specified in this order, Seller may allocate its available supply among any or all purchasers, as well as departments and divisions of the Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.

TITLE: Title to the material passes to Buyer upon delivery of said material to Buyer in good condition. Delivery to Buyer occurs, and Seller's liability as to delivery ceases, when, at Seller's option, said material is loaded on a for hire carrier for delivery to Buyer, the carrier acting as Buyer's agent or picked up by Buyer at Seller's shipping point or deposited by Seller at Buyer's receiving point.

LIMITED WARRANTY

ALL CIRCLE SEAL CORPORATION, AERODYNE CONTROLS DIVISION, HOKE INCORPORATED, TOMCO PRODUCTS, INC., AND HOKE CONTROLS PRODUCTS ARE MADE TO EXACTING STANDARDS OF DESIGN, MATERIAL AND WORKMANSHIP AND QUALITY CONTROL AND ARE WARRANTED TO BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND REASONABLY FIT FOR THE USES SET FORTH IN SELLER'S CATALOG OR THE CONTRACT SPECIFICATIONS FOR A PERIOD OF ONE YEAR AFTER SALE IF PROPERLY INSTALLED AND MAINTAINED AND UNDER THE NORMAL USE AND SERVICE FOR WHICH THE EQUIPMENT IS INTENDED. BUYER TO INSPECT THE GOODS WITHIN TEN DAYS OF DELIVERY AND TO THEN IMMEDIATELY NOTIFY SELLER OF ANY DEFECTS IN ORDER TO CLAIM A DEFECT. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER THEY ARE STATUTORY, EXPRESS OR IMPLIED, INCLUDING AMONG OTHER THINGS ANY IMPLIED WARRANTY OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURCHASE NOT SET FORTH IN SELLER'S CATALOG, AND ALSO DOES NOT APPLY TO ANY PRODUCTS OF SELLER WHICH HAVE BEEN REPAIRED, ALTERED OR MODIFIED OR HAVE BEEN SUBJECT TO MISUSE OR ABUSE. SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM THE DESIGN, MATERIAL, WORKMANSHIP, OPERATION OR INSTALLATION OF ANY OF ITS PRODUCTS AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION THEREWITH. BUYER'S EXCLUSIVE REMEDY SHALL BE THE REPAIR OR REPLACEMENT OF ANY SUCH DEFECTIVE PRODUCT AFTER VERIFICATION BY SELLER.

THIS WARRANTY IS IN EFFECT UNLESS SUPERCEDED BY LIMITED WARRANTY, FORM NO. 2299 (4/83)