

BYERS

PRECISION FABRICATORS, INC.

TERMS AND CONDITIONS OF SALE

ACCEPTANCE: Any purchase order pursuant to the accompanying quotation shall not result in a contract until it is accepted and acknowledged by Byers Precision Fabricators, Inc. (Henceforth: Byers) at our office in Hendersonville, North Carolina.

CONTRACT AMENDMENTS: In the event of contract amendments generated by customer request, initial contract must be modified to coincide and could affect the price and/or delivery dates. NOTE: All contract amendments must be received in writing. Byers reserves the right to refuse changes that are beyond the capabilities of the manufacturing facility.

PRICE: Quotations are valid for thirty (30) days unless otherwise stated by Byers. Any tax imposed by federal, state, or other government authority on the sale of the merchandise and service referred to in this quotation shall be paid by the buyer in addition to the quoted purchase price.

WARRANTY AND REMEDY: Every Byers product has been inspected prior to shipment. We guarantee to correct any defect caused by faulty material or workmanship that is called to our attention in writing within six (6) months after shipment. The customer's exclusive remedy shall be repair and/or replacement, at Byers' discretion, of the defective parts. The parties further agree that no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, negligence in the design, installation, or repair of the product, or any other incidental or consequential loss), shall be available. The parties further agree that all other warranties, (express or implied warranty of merchantability or fitness for a particular purpose) are excluded.

CANCELLATION POLICY: Cancelled orders are subject to a cancellation charge of up to 100% of stated sales value.

RETURNED MATERIAL: No material shall be returned to Byers without prior approval. It is necessary that a RMA (Returned Materials Authorization) first be obtained from Byers' Quality Assurance Department. This number must accompany all returned material. All returned material is to be shipped prepaid, unless prior written approval is obtained. Collect shipments will not be accepted without this approval.

SAFETY: It is the responsibility of the user to utilize Byers' products in a safe manner, including adherence to all safety regulations.

COMPLETE AGREEMENT: There are no provisions with respect to the quotation which are not specific within the quotation. When the Customer places an order with Byers based on a quote that has been received, whether in writing or verbally, then the quote and the Customer's Purchase Order and Byers acceptance or confirmation will constitute the entire contract between the buyer and the seller with respect to the subject matter of the quotation.

BYERS' POLICY REGARDING CUSTOMER RESPONSIBILITIES: As a customer of Byers, it is your responsibility to provide accurate dimensioning of all products submitted for quote. This may be accomplished through the use of compatible cad data as well as hard copy drawings. Due to this policy, no faxed drawings or cad models (without dimensioning) will be used without the consent of you, (henceforth: The Buyer). This consent must be noted on page 1 & 2 of our RFQ (Request for Quote) form. Byers will accept no liability for parts manufactured with faxed drawings, or cad models lacking dimensions.

MATERIAL CERTIFICATION AND TESTING: Material certifications can be furnished upon contractual request. If more extensive or specialized testing and documentation is required, it must be noted in the contract. If notification of the requirement for special testing is not requested during the RFQ process, additional charges may be added.

QUALITY RECORD RETENTION AND REQUIREMENTS: If the customer requires the maintenance of "Lifetime" record retention, it shall be the responsibility of the customer to request copies of these records in the contract. The standard record retention time for all Byers' documentation is four (4) years. Any records that need to be stored longer than 4 years must be requested by the customer and maintained at their facility.