

**1. APPLICABILITY OF TERMS AND CONDITIONS:**

All orders for products or services of WERMA-USA are subject to these Terms and Conditions of Sale unless otherwise agreed to in writing by WERMA-USA. These Terms and Conditions, together with any quotation submitted by WERMA-USA, constitute the entire agreement between WERMA-USA and the Purchaser. Any terms and conditions contained in Purchaser's purchase order or any other document that are different from or in addition to these Terms and Conditions are objected to and will not be binding on WERMA-USA. Purchaser will be deemed to have agreed to these Terms and Conditions by issuing a purchase order number and upon receipt from WERMA-USA of a written acknowledgment of Purchaser's placement of an order. Notwithstanding the foregoing, if WERMA-USA, at Purchaser's request, commences performance in any way prior to receipt of Purchaser of WERMA-USA's written acknowledgement, Purchaser's acceptance of these Terms and Conditions will be deemed to have occurred on the date such performance commences.

**2. ORDERS AND ACCEPTANCE:**

All orders must include description, prices, quantity, and any shipping requirements. All orders are subject to acceptance by WERMA-USA at its office in Norcross, Georgia. Acceptance shall be indicated either in writing by WERMA-USA, or by WERMA-USA's shipment of the goods or commencement of performance of the services. Orders shall be deemed executed in the State of Georgia and shall be construed and performed in accordance with the laws of the State.

**3. PRICES:**

All prices are subject to change without notice and are subject to confirmation by quotation from WERMA-USA. Orders for future delivery will be billed according to price at time of shipment. Unless otherwise noted in writing, all price quotations are conditioned upon acceptance by the Purchaser within thirty (30) days from quotation date. The minimum billing charge on any order placed with WERMA-USA is \$75.00. Any additions to orders already placed by Purchaser will be considered as new orders.

**4. TERMS OF PAYMENT:**

Terms are net thirty (30) days from the date of invoice to Purchaser of satisfactory credit rating. When credit is not established, terms are cash. If Purchaser fails to comply with any terms of payment, WERMA-USA may withhold any further deliveries and may declare any unpaid amount to be due and owing immediately. Past due unpaid accounts will also accrue interest of 1 1/2% per month from date of invoice, but only to the extent lawfully chargeable. All payments shall be made to WERMA-USA in U.S. currency, without any deductions.

**5. DISCOUNTS:**

Quantity discounts and other special discounts apply to current list prices for single orders for shipment at one time with the factory normal ship schedule.

**6. ALTERATION OR CANCELLATION:**

Purchaser's order may not be altered or cancelled unless requested by the Purchaser and accepted in writing by an authorized office of WERMA-USA. In the event of such alteration or cancellation, the Purchaser assumes liability for any costs already incurred by WERMA-USA in the preparation of the order, and such orders may be subject to restocking and other charges.

**7. SHIPMENT:**

Shipments are "Freight Pre-Paid:" F.O.B. Norcross, Georgia via least expensive commercial carrier within Continental U.S.A. Shipments outside of the Continental U.S.A. will be paid by WERMA-USA only to point of embarkment from the continent. Costs incurred from any special handling, insurance, or more expensive carrier requested by the Purchaser shall be assumed by the Purchaser. No credit or allowance can be given for factory pick-ups.

Any claims for damages or losses due to shipment must be made to carrier within thirty (30) days of receipt of the shipment (as terms are F.O.B. East Norcross, Georgia). Losses or damage costs not claimed within this period will be assumed by the Purchaser. In no event will a penalty clause be effective unless approved in writing by an authorized officer of WERMA-USA.

WERMA-USA will use reasonable efforts to meet shipment or delivery dates specified by WERMA-USA, but such dates are estimates only. No liability can be assumed for damages to Purchaser resulting from delay in shipment or inability to deliver when such default or delay results either directly or indirectly from (a) accidents to, or breakdowns or mechanical failure of, WERMA-USA's plant machinery or equipment; strikes or other labor troubles or labor shortages; fire; flood; wars; act of the public enemy; acts of God; delays by any supplier; delays in transportation or lack of transportation facilities; embargos; shortages of, or reductions in, energy sources; priorities, allocations, limitations, restrictions or other acts required or requested by federal, state or local governments, or any subdivision, bureau or agency thereof; or (b) any other cause beyond the control of WERMA-USA. In the event of inability for any reason to supply the total demands for the products specified in the order, WERMA-USA may allocate its available supply among any and all purchases on such basis as it may deem fair and practical without liability for a failure of performance which may result therefrom. It is expressly understood that payment by the Purchaser is required for the portion of the order that was provided by WERMA-USA.

WERMA-USA SHALL NOT BE LIABLE FOR ANY LOSS, COST, PENALTY OR ANY CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OF ANY KIND OCCASIONED BY OR ARISING OR RESULTING FROM ANY DEFAULT OR DELAY IN DELIVERY BY WERMA-USA, WHETHER OR NOT SAID LOSS, COST, PENALTY OR DAMAGE WAS REASONABLY FORESEEABLE.

**8. WARANTY AND DISCLAIMER OF WARRANTY:**

WERMA-USA warrants the products sold by this Agreement to be free from defects in materials or workmanship under normal and proper usage for a period of two years from WERMA-USA invoice to Purchaser for such material. WERMA-USA agrees to replace or repair equipment which has been found defective due to workmanship or material within the warranty period, and to which inspection of the material by WERMA-USA shows it to be thus defective. The agreement to repair or replace such material is limited to F.O.B. shipping point and is in no way a liability for damages, direct or consequential, or for delays, installation, transportation, adjustment or other expenses arising in connection with such merchandise. WERMA-USA is not responsible for equipment which is repaired or altered outside of WERMA-USA's factory without express written authorization by an authorized officer of WERMA-USA. Nor is WERMA-USA responsible for equipment subject to misuse, misapplication, improper or incorrect installation or maintenance, negligence, or accident. WERMA-USA is in no way liable or responsible for injuries or damages to persons or property arising from or out of use of the equipment within described.

THE REMEDIES SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO PURCHASER. THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS EXPRESS WARRANTY IS IN LIEU OF AN EXCLUDES ALL OTHER REPRESENTATIONS OR WARRANTIES MADE, BOTH EXPRESS AND IMPLIED, UNLESS SET FORTH IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF WERMA-USA, INC.

**9. RETURN OF EQUIPMENT:**

Material is not to be returned to WERMA-USA without first obtaining written authorization from an authorized officer of WERMA-USA. Equipment may be returned only if new, unused, and in its original condition and package and within ninety (90) days of invoice for such material from WERMA-USA. Returns will be subject to WERMA-USA's inspection for resalable and for quantity before a credit is issued. Equipment accepted for credit by WERMA-USA is subject to a minimum service charge of 20% of original invoice and all transportation charges. Charges incurred due to repairing or replacing equipment because of damages are the responsibility of the Purchaser. Equipment built to order is not subject to return for credit.

**10. TAXES:**

WERMA-USA's prices do not include federal, state or municipal sales, use, excise or similar taxes, and any such taxes or fees now in effect or hereafter levied will be in addition to such prices and will be paid by Purchaser. In the event that WERMA-USA shall be required to pay any such tax or fee, the Purchaser shall reimburse WERMA-USA therefore unless the purchaser has provided WERMA-USA at the time of the order with an exemption certificate or other document acceptable to the authority imposing the same evidencing and exemption from any such tax.

**11. PURCHASER'S AGREEMENT TO DEFEND:**

If any goods are manufactured or sold by WERMA-USA to meet Purchaser's instructions, specifications or any other requirements and such goods are not included amount WERMA-USA's standard catalogue items offered by it to the trade generally in the usual course of its business, Purchaser agrees to defend, indemnify and hold WERMA-USA harmless from and against any and all loss, cost, damage, liability or expense (including, without limitations, any penalties or punitive damages, attorney's fees and expenses and cost of suit) arising out of the manufacture, sale or use of such goods, including, without limitation, claims or actual or alleged infringements of any United States or foreign patent or copyright, or any actual or alleged unfair competition resulting from similarity in design, trademarks or appearance.

**12. TRADEMARKS AND COPYRIGHTS:**

Purchaser acknowledges that they have no right, title or interest in any trademarks, tradenames or copyrights in the goods, and Purchaser covenants that they will take no action to register or otherwise interfere with such rights.

**13. CONFIDENTIALITY:**

Purchaser agrees that all information furnished by or obtained from WERMA-USA in connection with the sale of goods hereunder will be confidential, and Purchaser agrees not to (a) disclose any such information to any other person, or (b) use such information for any purpose, other than performing this Agreement.

**14. NOTICES:**

Any notice required or permitted hereunder will be deemed to have been effectively delivered if in writing and served by personal delivery to the other party or sent by registered or certified mail with return receipt requested, postage prepaid, or by facsimile or electronic mail transmission, to the other party at such party's address set forth on WERMA-USA's quotation or on the invoice or such other address as may be designated by either party hereto in writing to the other party.

**15. GOVERNING LAW:**

This Agreement shall be construed and enforced in accordance with the laws of the state of Georgia without giving affect to principles of conflict of laws. The parties agree that the exclusive jurisdiction and venue of any action with respect to this Agreement shall be in Supreme Court for the County of Gwinnett, Georgia or the United States District Court for the Northern District of Georgia and each party hereby submits itself to the exclusive jurisdiction and venue of such courts for purposes of any such action.

**16. MISCELLANEOUS:**

The failure of either party to insist upon performance of any term or condition herein or to exercise any right or privilege shall not thereafter waive the future performance of such term, condition, right or privilege or of any other terms, conditions, rights or privileges, whether of the same or similar type. These Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each provision hereof shall be severable, and in the event of any provision hereof is held to be contrary to law, invalid or unenforceable, the remaining provisions shall not be affected thereby, but shall remain in full force and effect. The paragraph headings herein are solely for the convenience of and reference by the parties and do not constitute any part of these Terms and Conditions.