



**GLEN DENIN
BROTHERS, INC.**
ESTABLISHED 1865

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE BY BUYER: In accordance with the usage of trade your assent to the terms and conditions of sale set forth below and on the reverse side hereof shall be conclusively presumed from your failure seasonably to object in writing and from your acceptance of all or any part of the material ordered.

All proposals, negotiations, and representations, if any, regarding this transaction and made prior to the date of this acknowledgement are merged herein.

Buyer's failure to notify Seller of cancellation or objection within reasonable time of receipt of this order shall constitute acceptance of Seller's specific terms and conditions. In any case, Buyer's acceptance of shipment shall constitute acceptance of Seller's terms and conditions.

2. PRICE: All prices are subject to change without notice, and the prices whether herein named or heretofore quoted or proposed, including materials covered by this order shall be adjusted to, and the material shall be invoiced and remitted at, Seller's prices in effect at the time of actual shipment. In the event prices are increased in excess of 20 percent, Seller shall notify Buyer prior to shipment and Buyer shall have the option to cancel without recourse against Seller and subject to Section 9 hereof.

3. TRANSPORTATION: If transportation charges from point of origin of the shipment to a designated point are included in the prices herein named or heretofore quoted then (A) Any changes in such transportation charges shall be for the account of the Buyer; and (B) Except as otherwise stated in the Seller's quotation, the Seller shall not be responsible for: switching, spotting, handling, storage, demurrage or any other transportation or accessory service, nor for any charges incurred therefore, unless such charges are included in the applicable tariff freight rate from shipping point to the designated point. Seller is not responsible for damage to goods in transit, and all shipments must be inspected carefully upon receipt and any claim for damage filed with the carrier promptly.

4. TAXES: Any taxes which the Seller may be required to pay or collect, under any existing or future law upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxed upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer who shall promptly pay the amount thereof to the Seller upon demand.

5. DELAYS: The Seller shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, weather, accidents, quarantine restrictions, mill conditions, strikes, mechanical breakdowns, differences with workmen, delays in transportation, shortages of cars, fuel, labor or materials or any circumstance or cause beyond the control of the Seller in the reasonable conduct of its business.

Shipping dates stated herein are Seller's best estimate, and Seller shall be responsibly only to use its best efforts to complete shipment within 180 days of dates specified subject to extension by reason of delays beyond Seller's control. In the event shipment is delayed, at Seller's discretion beyond such extended time, Buyer shall have the option to cancel without recourse against Seller subject to Section 9 hereof.

6. INSPECTION: The Buyer may inspect, or provide for inspection at the place of manufacture. Such inspection shall be so conducted as not to interfere unreasonably with the manufacturer's operations and consequent approval or rejection shall be made before shipment of the material. Notwithstanding the foregoing if upon receipt of such material by the Buyer, the same shall appear not to conform to the contract between the Buyer and the Seller, the Buyer shall immediately notify the Seller of such condition and afford the Seller a reasonable opportunity to inspect the material. No material shall be returned without the Seller's consent.

7. EXPRESS LIMITED WARRANTY WITH LIMITATION OF REMEDY: Seller warrants to Buyer that the products supplied hereunder are free from defects in material and workmanship. **AND IN THE EVENT THAT ANY PRODUCT IS IN FACT DEFECTIVE, BUYER PROMPTLY SHALL NOTIFY SELLER IN WRITING OF SUCH DEFECT AND SHALL MAKE SUCH PRODUCT AVAILABLE FOR INSPECTION BY SELLER. SELLER AGREES THAT ANY SUCH PRODUCT THAT IN FACT IS DEFECTIVE WILL BE REPAIRED OR REPLACED BY SELLER WITHOUT CHARGE TO BUYER, OR IN THE ALTERNATIVE AND AT SELLER'S OPTION, THE FULL PURCHASE PRICE THEREFORE WILL BE REFUNDED BY SELLER TO BUYER. THE PARTIES AGREE THAT THE FOREGOING REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED EXPRESS WARRANTY.**

NO EXTENSION OF WARRANTY, NO WARRANTY, EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE EXTENDED BY SELLER, OR MAY BE EXTENDED BY BUYER, TO ANY THIRD PERSON.

8. BUYER'S REMEDIES: If the material furnished to Buyer shall fail, whether due to Seller's negligent acts or omissions, or otherwise, to conform to this contract or to any express or implied warranty, the Seller shall replace such non-conforming material at the original point of delivery and shall furnish instructions for its disposition. Any transportation charges involved in such disposition shall be for the Seller's account.

9. LIMITATIONS OF DAMAGES: SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS SOLD HEREUNDER, OR FOR ANY CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT OR CAUSED BY ANY DEFECT, FAILURE, OR MALFUNCTION OF ANY PRODUCT WHETHER A CLAIM FOR SUCH DAMAGE IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE

10. PERMISSIBLE VARIATIONS, STANDARDS AND TOLERANCES: Except in the

particulars specified by Buyer and expressly agreed to in writing by Seller, all material shall be produced in accordance with Seller's standard practices. All material, including that produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of the trade and regular mill practices concerning dimension, weight, straightness, section, composition and mechanical properties, normal variations in surface, internal conditions and deviations from tolerances and variations consistent with practical testing and inspection methods, and regular mill practices concerning over and under shipments.

11. PATENTS: The Seller shall indemnify the Buyer against any judgement for damages and costs which may be rendered against the Buyer in any suit brought on account of the alleged infringement of any United States patent by any product supplied by the Seller hereunder, unless made in accordance with materials, designs or specifications furnished or designated by the Buyer, in which case the Buyer shall indemnify the Seller against any judgement for damages and costs which may be rendered against the Seller in any suit brought on account of the alleged infringement of any United States patent by such materials, designs or specifications, provided that prompt written notice be given to the party from whom indemnity is sought of the bringing of the suit and that an opportunity be given such party to settle or defend it as that party may see fit and that every reasonable assistance in settling or defending it shall be rendered. Neither the Seller nor the Buyer shall in any event be liable to the other for special, indirect incidental or consequential damages arising out of or resulting from infringement of patents.

12. CREDIT APPROVAL: Shipments, deliveries and performance of work shall be subject to the approval of the Seller's Credit Department. The Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to such Department.

13. TERMS OF PAYMENT: Subject to the provisions of CREDIT APPROVAL above, terms of payment are (A) As stated on the Order Acknowledgement or, if not so stated, (B) 1%10 NET 30. Seller may, if it has reason to believe that Buyer's ability to perform is in any way impaired, demand assurance and/or, upon written notification to Buyer, change payment terms. Accounts not paid in full within the terms of payment are liable for a PAST DUE SERVICE CHARGE of 1-1/2% PER MONTH of such unpaid balance. In no event shall the SERVICE CHARGE exceed the maximum allowable interest rate established by the law governing same. Shipment may be withheld whenever Buyer's account is past due or, upon giving notice to Buyer, whenever Buyer's account has reached the maximum credit allowance as determined by Seller. The discount date of any cash discount terms is based upon invoice date. A cash discount shall not be allowed on any transportation charges included in delivered prices.

14. COMPLIANCE WITH LAWS: The Seller intends to comply with all laws applicable to its performance of this order.

15. RENEGOTIATION: The Seller assumes only such liability with respect to renegotiation of contracts or subcontract to which it is a party as may be lawfully imposed upon the Seller under the provisions of any Renegotiation Act applicable to this order.

16. NON-WAIVER BY SELLER: Waiver by the Seller of a breach of any of the terms and conditions of this contract shall not be construed as a waiver of any other breach.

17. INDEMNIFICATION: Buyer hereby agrees to indemnify and hold harmless Seller on account of any and all claims for any loss or damage arising out of or resulting from the use of operation of any goods or products in part or in whole by the Buyer which utilize or incorporate any of the goods or products sold herein.

18. CANCELLATION: Buyer may cancel its order in whole or in part prior to the time Seller begins to manufacture or otherwise produce the ordered goods, but only upon the receipt of Seller's written consent and upon payment of reasonable cancellation charges, which shall include expenses incurred by Seller and attributable to such order. Orders in process or completed at the time Buyer's cancellation is received by Seller are subject to cancellation charges up to the invoice value of the material ordered. Cancellation charges shall be at least 20% of the purchase price of the goods canceled.

19. RETURNS: Goods may be returned to Seller only after receipt by Buyer of written authorization and shipping instructions from Seller.

20. CLAIMS: Claims for damages, shortages, etc., must be made in writing immediately upon receipt of materials.

21. ORDER: Your order appears in our records as shown on the reverse side. Any corrections must be called to our attention in writing immediately.

22. FAIR LABOR STANDARDS ACT: Seller hereby certifies that all goods of its manufacture covered by this order are produced and furnished in compliance with requirements of the child labor and other provisions of the Fair Labor Standards Act of 1938, as amended, and any regulations or orders issued thereunder.

23. ENTIRE CONTRACT: The terms and conditions contained in this order shall constitute the entire contract of sale and purchase of the material sold hereunder.

24. ADDITIONAL RECOVERY: If Buyer breaches this contract in whole or in part and Seller brings suit, Seller shall be entitled to recover its costs and attorney's fees.

25. REJECTION: Seller hereby rejects all terms and conditions proposed by Buyer that are different or additional to this order.

26. MARYLAND LAW: The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto, shall be governed by the laws of the State of Maryland.

**MANUFACTURERS OF RIVETS, NAILS & FASTENERS IN ALUMINUM, STAINLESS STEEL & COPPER ALLOYS
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