

## MUELLER DIE CUT SOLUTIONS TERMS & CONDITIONS OF SALE

The prices contained herein are based, in part, on the following terms, in the expectation that the Buyer will prefer prices based on these terms over higher prices on other terms less favorable to Seller. All sales made by Seller are subject to these Terms and Conditions. No terms and conditions contained in any written or oral communications, including but not limited to, the Buyer's purchase orders, which are different from or in addition to the terms and conditions contained herein shall be binding on Seller.

1. **PRICES:** All goods are billed at Seller's price on dates of shipments. Prices are subject to change without notice. Buyer shall accept Seller's certification of prices applicable on each shipment until the order is completed.
2. **TAXES:** In addition to the prices stated herein the Buyer shall reimburse the Seller for all taxes, excises, or other charges which the Seller may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the goods sold hereunder.
3. **DELIVERY, FORCE MAJEURE:** Estimates of delivery are subject to revision when complete ordering information is received by Seller. There shall be no liability for Seller's failure to manufacture or delay of delivery due to acts of God; acts of Buyer; Government action; fire; flood; war; accident; labor troubles; sabotage; inability to obtain raw materials, equipment or transportation; or by other cause beyond the reasonable control of Seller. Upon any such delay or failure, the delivery shall be extended, or the items affected may be eliminated from the order (except as provided in paragraph 8).
4. **SHIPMENTS:** All shipments are F.O.B. point of shipment, unless otherwise specified. Title and risk of loss or damage passes to Buyer on delivery to carrier.
5. **WARRANTIES, CLAIMS:** Seller warrants that the goods will be free from any material defect in raw materials and workmanship. If the goods do not meet this warranty, the Seller shall, at its sole discretion, promptly replace the goods, make a suitable adjustment in the price thereof, or repurchase the goods from the Buyer, provided that written notice is delivered to the Seller within fifteen (15) days after the original shipment and provided that the goods have not been processed or altered by the Buyer. Seller will not allow claims for defective goods on goods already processed or altered by the Buyer or that result from changes to dimensions or characteristics from Buyer's original specifications. Claims for shortage must be made in writing within fifteen (15) days from receipt of goods and in every case the weights found in the shipment, including tare, must be given and the Seller advised of the method used in arriving at a count of the parts. The Seller shall not be liable for any loss of business, consequential, indirect or special damages or any other expense, loss or damage incurred by Buyer or any other entity whether directly or indirectly arising out of the goods sold hereunder. **SELLERS LIABILITY HEREUNDER IS EXPRESSLY LIMITED TO THE REPLACEMENT OR REPAIR OF DEFECTIVE GOODS RETURNED TO IT IN THE MANNER PROVIDED ABOVE. THE FOREGOING WARRANTY SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
6. **QUANTITY & MATERIALS:** Because of conditions existing in manufacturing the goods, Seller reserves the right to ship and bill 10% more or less than the exact quantity specified. In the event Buyer has designated any trademark or otherwise raw materials for the goods purchased hereunder, Seller reserves the right to substitute raw products which in its sole judgment are substantially equivalent.
7. **PARTIAL TOOL CHARGES:** Charges for special tools, dies, or fixtures required for production of the goods are partial and tools will remain the property of the Seller.
8. **CHANGES AND CANCELLATION:** Orders accepted by the Seller are not subject to changes or cancellation by the Buyer, except with the Seller's consent. If this sale covers goods that must be manufactured especially for Buyer and such changes or cancellation is made, Buyer shall take all completed goods at full price and all goods in process at cost plus a pro-rata profit and Buyer shall reimburse Seller for any loss on materials purchased on the contract for the filling of the order.
9. **QUOTATIONS:** Stenographical and clerical errors are subject to correction. All quotations unless otherwise stated are for immediate acceptance.
10. **RETURN GOODS:** All merchandise, goods, and material ordered as special items are NOT RETURNABLE. Stock materials will be accepted back into our stock at a 25% re-stocking charge and only with approved written authority by Seller.
11. **BILLING:** All materials will be billed immediately upon shipment. All direct shipments of materials from manufacturer to Buyer will be billed immediately upon shipment notification from the supplier.
12. **CHOICE:** Choice of materials as to type, color, etc. is the Buyer's ultimate responsibility. Seller will make available all manufacturers information and assistance with the choice. Seller assumes no obligation or liability as a result of the information supplied and the results obtained from the Buyer's choice of material.
13. **MISCELLANEOUS:** These terms and conditions constitute the entire contract between Buyer and Seller transcending any oral arrangements or representations that may be inconsistent therewith. Buyer agrees to pay Seller all costs and expenses of collection, suit or other legal action, including reasonable attorney's fees incurred by Seller in any arbitration, litigation or administrative proceeding brought as a result of the commercial relationship between them. These Terms and Conditions and any sale of goods by Seller to Buyer shall be governed by the laws of the State of North Carolina.
14. **EXPORT COMPLIANCE STATEMENT:** The information contained herein is or may be controlled by the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and may not be exported, or disclosed to a foreign person, whether in the United States or abroad, without prior U.S. Government written approval. If applicable the Buyer shall comply with International Traffic in Arms Regulation §122.1, Registration requirements. If applicable, THIS SALE, ORDER OR QUOTE MAY INCLUDE MUNITIONS LIST ITEMS (MLI) OR COMMERCE CONTROLLED LIST ITEMS (CCLI). MLI/CCLI PROPERTY IS CONTROLLED BY THE US GOVT AND IN MANY CASES CAN NOT BE TRANSFERRED (EXPORTED, SOLD OR GIVEN) TO A FOREIGN COUNTRY, A NON US CITIZEN/NATIONAL OR NON-PERMANENT US RESIDENT WITHOUT A VALID STATE/COMMERCE DEPT, EXPORT AUTHORIZATION. IT IS THE RESPONSIBILITY OF YOU (THE BUYER) TO DETERMINE WHAT THE APPLICABLE REQUIREMENTS MAY BE AND TO OBTAIN ALL NECESSARY AUTHORIZATIONS, LICENSES OR APPROVALS. THE USE, DISPOSITION, EXPORT AND RE-EXPORT OF THE PROPERTY COVERED OR INCLUDED IN THIS SALE, ORDER OR QUOTE IS SUBJECT TO THE PROVISIONS OF LAW REFERENCED IN END-USE CERTIFICATE DLA FORM 1822, DEC.2001, INCLUDING, BUT NOT LIMITED TO, THE ARMS EXPORT CONTROL ACT (22 USC 2751 ET SEQ); EXPORT ADMINISTRATION ACT OF 1979 (50 USC APP. 2401 ET SEQ.) AS CONTAINED UNDER THE EXECUTIVE ORDER 12924; INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (22 CFR 120 ET SEQ.) AND THE ESPIONAGE ACT (18 USC 793SEQ.).

15. California Prop 65: It is Buyer's responsibility to comply with California's Proposition 65 law (Cal. Health & Saf. Code § 25249.5 et seq.) and implementing regulations when Buyer sells the goods subject to these Terms and Conditions to California customers, which requires the provision of a clear and reasonable warning to such customers prior to exposing them to products containing listed chemicals known to cause cancer or reproductive harm. Buyer will indemnify and hold Seller harmless from any and all claims, suits, allegations, judgments, actions, liabilities, losses, damages, costs and expenses (including, but not limited to, attorneys' fees, litigation, and defense costs) related to any Proposition 65 claim related to the products subject to these Terms and Conditions.
16. It is recommended that products with adhesive applied are stored at room temperature conditions of 60°F to 80°F (16°C to 27°C) and 40% to 60% relative humidity. When stored properly, product should retain its performance and properties for shelf life based upon the date of manufacture.

- Mueller Die Cut Solutions is classified as a small business concern.