INTERNATIONAL SALES CONTRACT TERMS AND CONDITIONS

1. PRICE. Unless otherwise expressly provided, prices stated herein do not include duties or sales, use, gross receipts, excise or similar taxes and, accordingly, in addition to the price stated herein, the amount of any such present or future taxes or duties or increases therein applicable to the goods covered by this Contract or to the manufacture, production, transportation, handling, storage, installation, or use thereof, will be paid by Purchaser. If any tax is imposed by any governmental unit, including value-added tax, any duty or customs fees or charges or the cost of any certificates or other charges related to delays at any port due to customs or otherwise, such taxes, duties, fees, or charges will be the responsibility of Purchaser.

2. PAYMENT. Unless otherwise expressly provided, all payments are to be made net 30 days after date of invoice. Seller may at any time require full or partial payment in advance of deliver, or in advance of manufacture, or satisfactory assurances or security from Purchaser that invoices will be paid when due if in Seller’s judgment the same at any time becomes necessary. If payment is not made when due, interest at the rate of 1 1/2% per month or the highest rate permitted by applicable law will be charged thereon and paid by Purchaser from the due date thereof until paid. In the event Purchaser does not pay within the terms of this Contract, all collection costs incurred by Seller, including attorney’s fees, will be paid by Purchaser immediately upon demand. All amounts due to Seller hereunder arising from the sale of products purchased under this Contract will be subject to a prompt payment discount of 2% if paid within five (5) business days of receipt of invoice. The terms stated herein shall be the terms and conditions under which all orders will be fulfilled and all orders are accepted only when written. No oral representation, statement, or prior course of dealing or performance shall constitute a modification of the terms and conditions stated herein. חובז קסטום שיאו

3. WARRANTY, UNLESS OTHERWISE EXPRESSLY PROVIDED, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, SELLER WARRANTS ONLY THAT SAID GOODS HAVE NOT BEEN REPAIRED, ALTERED OR NEGLECTED AND HAVE BEEN HELD IN NORMAL INDOOR STORAGE PRIOR TO INSTALLATION. ANY CLAIM ON ACCOUNT OF DEFECTIVE GOODS OR FOR ANY OTHER CAUSE WHATSOEVER WILL CONCLUSIVELY BE DEEMED WAIVED BY PURCHASER UNLESS WRITTEN NOTICE THEREOF IS GIVEN TO SELLER WITHIN TWELVE (12) MONTHS OF SHIPMENT OF THE GOODS TO WHICH SUCH CLAIM RELATES. SELLER WILL HAVE THE EXCLUSIVE OPPORTUNITY TO INVESTIGATE ALL CLAIMS, AND NO GOODS OR PARTS THEREOF MAY BE RETURNED BY PURCHASER UNTIL AFTER RECEIPT BY PURCHASER OF DEFINITE SHIPPING INSTRUCTIONS FROM SELLER. GOODS SO RETURNED WILL BE REPLACED WITHOUT CHARGE. SELLER SHALL RESERVE THE EXCLUSIVE RIGHT TO ASSIGN FACTORY REPRESENTATIVES IN THE REPAIR OR MODIFICATION OF GOODS SUPPLIED HEREBY.

4. DELAYS. The scheduled dates for shipment of the products are estimated based on current and anticipated manufacturing capabilities at the time of quotation and may be quoted as weeks after receipt of order. All delivery dates are estimates only, and Seller shall not be liable for any damages relating to failure to ship the products as of a certain date. Seller shall not be liable for any delay in fulfillment of or failure to fulfill this Contract arising from any factory or labor conditions, fire, failure or delay in Seller’s usual sources of supply by the acts or omissions of Purchaser, its agents, subcontractors, or suppliers, or any cause not reasonably within the control of Seller. In the event of any delay in delivery or failure to manufacture due to a cause beyond Seller’s control, unless otherwise agreed, the time for delivery shall be deemed extended for a period equal to the period of delay.

5. TRANSPORTATION AND DELIVERY. Unless otherwise provided, all deliveries are F.O.B. Seller’s factory and Seller assumes no liability for loss or damage to the goods after delivery for shipment at Seller’s factory, and risk of loss with respect to the goods passes to Purchaser at the said F.O.B. point.

6. EXPORT LICENSE. Purchase shall comply with all laws, regulations applicable to the sale of the goods, and shall obtain all permits or licenses if any, needed to ship the goods to the designated destination. All expenses required by any law or the United States will be assumed by Purchaser. The exportation of such products is subject to all laws and regulations of the United States concerning foreign trade, including the Foreign Trade Regulations, and the Commodity and Technology Exports Regulations of the United States Department of Commerce. Such requirements, if necessary, will be paid by Purchaser. None of the terms or provisions in this Contract shall be binding upon Seller unless and until all such licenses, if any, shall be obtained by Purchaser.

7. INSPECTION. Seller shall inspect the products immediately on the arrival thereof, and shall within fourteen (14) days after arrival give written notice to Seller of any matter which Purchaser shall at any time become impaired or unsatisfactory to Seller. Seller shall have the right to terminate this Contract or to defer or to discontinue further shipments hereunder until past due payments are made or satisfactory assurances of Purchaser’s financial responsibility are received by Seller (without prejudice, however, to any rights or claims which Seller may have in law or in equity) and such right shall continue irrespective of any prior failure on the part of Seller to exercise such right. Each shipment is to be considered a separate sale.

8. LIMITATIONS OF LIABILITY. No representation or warranty, expressed or implied, made by any sales representative or other agent or representative of the Seller which is not specifically set forth herein shall be binding upon Seller. Seller shall not be liable for any special, incidental or consequential damages, losses or expenses directly or indirectly arising from the manufacture, sale, or use of the products or from any other cause relating thereto.

9. CANCELLATION. This contract is not subject to cancellation by the Purchaser except with Seller’s prior written agreement and after full payment by Purchaser of Seller’s cancellation charges which shall be equal to all amounts incurred by Seller for materials, labor and overhead in respect of the canceled goods plus reasonable contract profits.

10. ARBITRATION. Upon thirty (30) days prior written notice provided by Purchaser or Seller to the other party, any claim arising out of or related to this Agreement or the default thereof, which has not been resolved by mutual agreement of the parties shall be settled by arbitration, which shall be conducted at the District Courts of Springfield, Massachusetts in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, as modified or supplemented herein, or as the parties mutually agree otherwise. Notwithstanding the rules of the arbitral body, the Parties agree that any arbitration shall be presided over by one arbitrator who has been admitted to the practice of law, and be in good standing or on retirement status in any of the fifty United States or the District of Columbia, (b) that the arbitrator shall base his or her decision on the facts as presented into evidence and (c) that the arbitrator shall prepare a written memorandum of decision setting forth the findings of fact and conclusions of law. The decision of the arbitrator hereunder shall be final, binding and conclusive. In the event of a majority decision, the decision of the arithmetic shall be determined by the arbitrator without the necessity of any count. No claim for relief made pursuant to this Agreement shall be made within one (1) year from the date upon which the party claiming relief knew or should have known of the cause of action constituting such claim. This Section shall not be deemed a limitation of Seller’s rights or remedies to file suit in a court of competent jurisdiction for the collection of amounts due to Seller hereunder, whether directly against the Purchaser or under applicable material payment bonds, unless such rights or remedies are expressely waived by Seller.

11. MISCELLANEOUS.

(a) The waiver by Seller of any term, provision or condition hereunder shall be construed to be a waiver of any other terms, provisions or conditions hereof, nor shall such waiver constitute a continuing waiver of such or any other terms, provisions or conditions hereof.

(b) No act, conduct, course of dealing, or usage of trade between the parties which conflicts with any provision of this Contract shall be deemed to constitute a modification of any of the terms and conditions hereof, unless such modification is in writing and signed by authorized representatives of both parties.

(c) This Contract and all questions of validity, interpretation, performance and nonperformance shall be governed by the laws of the State of Massachusetts.

(d) This Contract, including the terms and conditions, supersedes all prior negotiations and understandings of the parties and contains the complete and final agreement between Seller and Purchaser concerning the subject matter hereof and no other agreement, written or oral, between the parties shall be binding upon Seller in addition to the terms and conditions contained in this Contract, unless such additional terms and conditions shall be in writing and signed by Seller.

(e) All documentation furnished by Seller will be in English and may use non-metric measurements.

(f) This Agreement is excluded from the provisions of the U.N. Convention on the International Sale of Goods.

(g) Special requirements for export package, i.e., marking, crating, rust proofing, fumigation, wood certifications, etc., to be specified by Purchaser, and may be subject to additional charges.