GENERAL TERMS AND CONDITIONS OF SALE

BONNEY FORGE CORPORATION HEREINAFTER REFERRED TO AS “BF”

WARRANTY
BF expressly warrants to the Purchaser (the “Purchaser”) that all BF products (each, a “Product”) will be free from manufacturing defects for the one (1) year period immediately following the date of shipment (the “Warranty Period”). BF HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO BOTH THE PRODUCTS AND THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BF HEREBY DISCLAIMS ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. The foregoing warranty shall not apply: (1) to any use of a Product in aircraft or aerospace applications (“Prohibited Applications”), (2) if a Product was not used as recommended and in accordance with approved installation and operating practices, (3) if the failure of a Product results from any abuse, alteration, improper use, or failure to follow guidelines, (4) if the purchaser has modified or changed (unless written approval was given in advance by BF), and (5) if Purchaser fails to deliver written notice of such defect to BF during the Warranty Period.

EXCLUSIONS
Do not use BF Products in aircraft or aerospace applications. Purchaser assumes all risk of loss that arises from or relates to any use of Product in a Prohibited Application and Purchaser shall, at its own expense, indemnify, defend and hold BF harmless against all claims or losses (including legal and accounting fees) that arise from or relate to the use of any Product in a Prohibited Application.

PURCHASER’S REMEDIES
Purchaser’s remedies with respect to any Product furnished by BF hereunder that a failure to be in conformity with the terms and conditions of the contract because of breach of contract, breach of express or implied warranty, or negligence shall be limited exclusively to the right of replacement of such defective Product or, at the option of BF, repayment of the sale price of the particular Product that gives rise to the claim. BF shall have no liability to Purchaser or to any other person, in tort, contract, or otherwise, for claims, losses, damages, or injuries arising out of this purchase or use of any Product, except for the return by BF of an amount not in excess of the payments made by the Purchaser to BF for the particular Products giving rise to Purchaser’s claim. No action, whether based on contract, tort, or otherwise, arising out of or related to Products furnished pursuant to this Agreement may be brought by Purchaser more than two years after the cause of action has accrued and no claims for breach of warranty may be brought by Purchaser unless Purchaser notifies BF in writing within ten (10) days of discovery of the breach. Any claim made after the time periods specified in the foregoing sentence shall be deemed to be null and void. UNDER NO CIRCUMSTANCES WILL BF BE LIABLE TO PURCHASER FOR DAMAGES IN EXCESS OF THE AMOUNTS PAID BY PURCHASER TO BF UNDER THE AGREEMENT OR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES EVEN IF BF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

PRICES
Prices, and all other terms of sale, are subject to change by BF without notice. Unless a contrary provision appears in this price schedule, quotation, or order acknowledgment, prices are net at the time. Stenciled or critical items are subject to confirmation.

ACCEPTANCE OF ORDERS
All orders are subject to BF credit department approval prior to acceptance by BF.

REMITTANCES
All accounts are payable in United States funds, free of exchange, collection, or any other charges. If, in the sole discretion of BF, the financial condition of the Purchaser at any time so requires, BF retains the right to require full or partial payment in advance.

PARTIAL SHIPMENTS AND PAYMENTS
BF reserves the right to make partial shipments from time to time, and to render invoices therefore which shall be due and payable as provided in said invoices and the paragraph entitled “REMITTANCES.” If the Purchaser becomes overdue in any such partial payment, BF shall be entitled to suspend work and/or avail itself of other legal remedies.

TAXES
Unless otherwise specifically designated by the customer, BF’s standard freight policy is to ship all product FCA (plant of manufacture) with BF’s responsibility ceasing after delivery to the carrier. Title to and all risk of loss or damage to the Products vests in Purchaser at the time BF delivers the Products to the carrier regardless of any shipping and insurance arrangements made by BF on Purchaser’s behalf. However, BF reserves and Purchaser grants, until full payment is received by BF, the right to retain title in the products for purposes of security interest in each of the Products delivered. Purchaser hereby authorizes BF to file such financing statements and deliver such notices as BF may reasonably require to perfect such purchase money security interest. BF shall have all rights and may exercise all remedies of a secured creditor under Article 9 of the Uniform Commercial Code as adopted from time to time in the Commonwealth of Pennsylvania. The remedies reserved herein shall be cumulative and in addition to any other remedies provided in law or equity. No waiver of the remedy for any breach of any provision in these terms shall constitute a waiver of any other remedy.

FREIGHT POLICY, TITLE AND RISK OF LOSS
Unless otherwise specifically negotiated with the customer, BF’s standard freight policy is to ship all products FCA (plant of manufacture) with BF’s responsibility ceasing after delivery to the carrier. Title to and all risk of loss or damage to the Products vests in Purchaser at the time BF delivers the Products to the carrier regardless of any shipping and insurance arrangements made by BF on Purchaser’s behalf. However, BF reserves and Purchaser grants, until full payment is received by BF, the right to retain title in the products for purposes of security interest in each of the Products delivered. Purchaser hereby authorizes BF to file such financing statements and deliver such notices as BF may reasonably require to perfect such purchase money security interest. BF shall have all rights and may exercise all remedies of a secured creditor under Article 9 of the Uniform Commercial Code as adopted from time to time in the Commonwealth of Pennsylvania. The remedies reserved herein shall be cumulative and in addition to any other remedies provided in law or equity. No waiver of the remedy for any breach of any provision in these terms shall constitute a waiver of any other remedy.

DELAYS
All shipping dates are good faith estimates by BF. BF makes no guarantee to ship on any date. BF shall assume no obligation to ship Products on any date and BF shall not be liable for the failure to ship Product on any date. Materials slated to be in stock are subject to prior sales.

CANCELLATIONS AND SUSPENSIONS
Purchaser may cancel this order or contract, or delay work or delivery, only upon receipt of written notification by BF from Purchaser and with BF’s prior consent, and upon agreement to pay BF’s adjustment charge. Orders for special products (usually “price on application items”) may be changed and/or cancelled only upon receipt of written instructions by BF from Purchaser and with BF’s prior consent, and Purchaser shall make payment to BF for material used and work already performed.

RETURN OF MATERIAL
No Product may be returned without the prior written consent of BF. All goods returned are subject to a handling charge plus freight in both directions and charges for any required reconditioning, unless otherwise specified in writing by BF.

INDEMNITY
Purchaser shall defend, indemnify and hold BF and its affiliates harmless from any and all loss or damage sustained by BF and from and against all claims asserted against BF with respect to the Products covered hereunder arising in whole or in part out of (1) failure of Purchaser, its agents, employees, or customers to follow specifications, instructions, warnings or recommendations furnished by BF or others; (2) failure of Purchaser, its agents, employees or customers to comply with all applicable legal requirements; (3) misuse of the Products by Purchaser, its agents, employees or customers; (4) misrepresentation by Purchaser, its agents, employees or customers; (5) the full extent of the negligence of Purchaser, its agents, employees or customers; or, (6) alleged infringement of any patent, trademark, trade secret, copyright, or other intellectual property or proprietary right of Purchaser or a third party as a result of Purchaser’s performance in accordance with Purchaser’s designs, plans or specifications. Purchaser hereby waives and releases BF and its affiliates from all rights of contribution or indemnity to which it may otherwise be entitled.

GOVERNING LAW
The contract shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict-of-law principles of any jurisdiction. In the event that all actions and proceedings arising out of or in connection with this Agreement shall not be deemed a waiver of the provisions of BF’s terms and conditions of sale which shall constitute the entire contract between BF and the Purchaser. No waiver, alteration, or modification of the terms and conditions of this Agreement shall be binding unless in writing and signed by an authorized representative of BF. These BF terms and conditions constitute the entire understanding between the parties with respect to the subject matter hereof and supersede any and all prior understandings, statements, written or oral, any original or written, relating hereto. In the event of any discrepancy or inconsistency between these terms and conditions and any other purchase order form or acceptance form used by the Purchaser in connection herewith, these BF terms and conditions shall govern, and said Purchaser purchase order, or acceptance form shall not amend, modify or add to the BF terms and conditions stated herein.

PROPRIETARY INFORMATION
Any Purchaser information provided to BF shall not be considered confidential unless otherwise agreed to by BF in a separate agreement. All drawings, works of authorship, trade secrets, inventions, improvements or other items made or developed by or for BF in connection with the performance of its obligations hereunder (the “Works”) shall be BF’s property. Purchaser hereby assigns all right and title in and to such Works to BF. BF shall not use or disclose any of BF’s trade secrets or other confidential information, whether or not designated as such, except as required in the performance of obligations hereunder and then only to the extent of the information covered hereunder.

SEVERABILITY
If any provisions of this Agreement are held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other portions hereof, all of which provisions are hereby declared severable.

EXPORT COMPLIANCE
Bonney Forge Corporation complies with all United States export laws, including all Export Administration Regulations (EAR) issued by the United States Department of Commerce Bureau of Industry and Security (BIS) and the Office of Foreign Assets Control (OFAC) of the United States Department of the Treasury. As such, any products quoted and or shipped to customers must not be shipped or transshipped by customers to any country, individual or entity that is not permitted under and in accordance with these regulations or other laws or regulations issued by the United States government. We are not considering any Export Licenses or Technical passports that may be required due to the material grades on this bill of material. In the event of an order we can then proceed with any fees and delivery increases that may occur with this inquiry.