

STANDARD TERMS AND CONDITIONS OF SALES

Goods sold by E. B. Atmus Co., Inc. are expressly subject to the terms & conditions set forth below. Any different or additional terms or conditions set forth in buyer's purchase order or similar communication are objected to and shall not be binding upon E. B. Atmus Co., Inc. unless agreed to in writing by an authorized corporate officer of E. B. Atmus Co., Inc.

Price: Prices in effect at the time of shipment shall prevail. All prices quoted by E. B. Atmus Co., Inc. are subject to change without notice. Prices do not include any present or future sales, use, excise, value-added or similar taxes and, where applicable, such taxes shall be billed as a separate item and paid by the Buyer. A late payment charge of 1-1 ½% per month (which is an annual percentage rate of 18%) shall be charged on all past due accounts and Buyer shall pay E. B. Atmus Co., Inc. all costs incurred by it in collecting any past due account from Buyer, including all court costs and attorney's fees, provided, however, if the foregoing charges exceed that rate which may be lawfully charged under applicable law, then such charges shall be calculated so as not to exceed the highest lawful rate.

Unless otherwise noted, all sales are made f.o.b. point of shipment and, in all cases, title shall pass upon delivery to the carrier at a point of shipment and thereafter all risk of loss or damage shall be upon Buyer.

Delivery: Delivery dates given in advance of actual shipment are estimates & shall not be deemed to represent fixed or guaranteed delivery dates.

E. B. Atmus Co., Inc. shall not be liable for failure to deliver or for delay in delivery or performance due to; a cause beyond its reasonable control, or, an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire strike or labor difficult riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or, any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay.

Change in Buyer's Financial Condition: E. B. Atmus Co., Inc. reserves the right by written notice to cancel any order or to require full or partial payment or adequate assurance of performance from Buyer without liability to E. B. Atmus Co., Inc. in the event of; insolvency of Buyer, the filing of a voluntary Petition in Bankruptcy by Buyer, the appointment of a Receiver or Trustee for Buyer, or the execution of Buyer of an assignment for the benefit of creditors. E. B. Atmus Co., Inc. reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. E. B. Atmus Co., Inc. also reserves the right to cancel Buyer's credit at any time for any reason. Buyer, in order to provide security for the payment of the full price of goods furnished hereunder, grants E. B. Atmus Co., Inc. a security interest in said goods. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.

Warranties: Goods are sold only with such warranties as may be extended by the manufacturer of the product. We make no other warrant which extends beyond the face hereof and there are no implied warranties of merchantability or fitness for a particular purpose and the buyer declares that he has not relied on the seller's skill or judgment to select or furnish goods suitable for any particular purpose. Buyer is responsible for installation and use in accordance with manufacturer's instruction. Our personnel are not authorized to waive, vary, alter, or add to the terms of this warranty policy.

Limitation of Liability: E. B. Atmus Co., Inc.'s liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any goods hereunder, or the sale, resale, operation or use of such goods, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such goods or part thereof involved in the claim. E. B. Atmus Co., Inc. shall not, under any circumstances, be liable for any labor charges without its prior written consent.

E. B. Atmus Co., Inc. shall not in any event be liable whether as a result of breach of contract, warranty, tort (including negligence) or other grounds for incidental, special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the goods or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages.

If E. B. Atmus Co., Inc. furnished Buyer with advice or other assistance which concerns any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject E. B. Atmus Co., Inc. to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

Cancellation: Buyer may cancel an order by mutual agreement based upon payment to E. B. Atmus Co., Inc. of reasonable and proper cancellation charges.

Returned Goods: Goods may not be returned without the prior written consent of E. B. Atmus Co., Inc.

Assignment or Delegation: Buyer shall not assign or delegate any or all of its duties or rights hereunder without the prior written consent of E. B. Atmus Co., Inc.

Equal Opportunity: The contract provisions set forth in Section 202 of Executive Order 11246, as amended, and the regulations promulgated thereunder (41CFR 60-1.4(a) or (b) as applicable) are incorporated by reference as if fully rewritten with respect to any order.

General: All orders are subject to acceptance by E. B. Atmus Co., Inc. Any representation, affirmation of fact and course of dealing, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party. If any provision hereof shall be unenforceable, invalid or void for any reason, such provision shall be automatically voided and shall not be part of this agreement and the enforceability or validity of the remaining provisions of this agreement shall not be affected thereby.