

**WAYNE WIRE CLOTH PRODUCTS, INCORPORATED**  
General Terms and Conditions of Sale (Rev. 8-4-14)

**Agreement:** Wayne Wire Cloth Products, Inc. offers to furnish the goods specified in this document solely under these Terms and Conditions. Any different or additional terms contained in any other writing between the parties, including a purchase order or similar buyer document are expressly rejected. Buyer's acceptance of WWCP's offer to furnish the goods is expressly conditional on Buyer's assent to these Terms and Conditions.

**Clerical Errors:** Wayne Wire Cloth Products Inc., reserves the right to correct all typographical or clerical errors, which may be present in the prices or specifications.

**Acceptance and Pricing:** This proposal is made for immediate acceptance and is void at our option unless accepted by you within thirty (30) days from date of submission. Prices are predicated on producing at one time in the quantity quoted upon and shipping within thirty (30) days. Orders for smaller quantities or extended deliveries are subject to higher pricing. Shipments are subject to a variation of ten percent from quantity specified. Pricing pertains to the part number and revision named in the proposal. Any specification changes from the time of quote to actual order placement shall be subject to price  
Where specific processes or material requirements are not identified by our customer, on a print specification or evaluation/revisions. request for quote, WWCP will use "WWCP identified best practices, processes and specifications." Acceptance will remain in effect until such time as the customer notifies WWCP that requirements have changed. **Unless otherwise stated, the quote is based on a ONE piece, first article layout inspection at initial production ONLY.** Parts requiring additional analysis over and above first article layout inspection or orders for new/revised parts requiring level three PPAP, etc. will incur additional fees for each occurrence.

**Payment Terms:** Terms are net thirty (30) days from date of invoice, unless otherwise stated on front of this document, where satisfactory open account credit is established and maintained. Wayne Wire Cloth Products, Inc. reserves the right to revoke or modify Purchaser's credit at its sole discretion. In the event that the Purchaser defaults on its obligation to pay each invoice when due, then in addition to all other rights and remedies available to it, WWCP shall have the option to withhold any further shipments of materials and/or the provision of services, if any, until Purchaser's account is fully paid.

**Shipment:** All Parts are shipped FOB shipping point, Freight Collect. Preferred carriers must be listed on accepted purchase order.

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**Taxes:** Unless otherwise stated or unless purchaser supplies exemption certificates required by law, prices are subject to addition of any municipal, state, or federal excise, manufacturers or sales taxes applicable to any sale.

**Tools:** Tooling charges are made on new items or on changes in specifications to partly cover labor and material costs. Unless otherwise noted, subsequent requirements to same specifications are furnished without additional tooling expense. All tooling is to be specified on separate purchase order. **100% payment** must be received by Wayne Wire Cloth Products, Inc. prior to building tool unless otherwise agreed in writing by all parties.

**Minimum Order/Shipment:** The minimum value for each line item on any order or shipment is \$150.

**Cancellation:** Orders placed cannot be cancelled or altered nor can deferred deliveries of goods completed or in process be extended beyond original specified delivery dates, except with Wayne Wire Cloth Products, Inc.'s express written consent and upon terms, which will indemnify WWCPPI from loss. In the event of a request from a Purchaser for work to be stopped on a contract, or that any portion of a contract be cancelled, cancellation charges shall be computed as follows:

- Any work in progress, which is scheduled for completion within thirty (30) days of the date of cancellation, will be shipped to the Purchaser and invoiced for the full purchase price.
- Any work in progress which is not scheduled for completion within thirty (30) days will be invoiced on the basis of WWCPPI's direct and indirect cost, plus 25%, such costs to include all labor, services, materials or supplies used or incorporated into the work, as well as any commitments for same by WWCPPI, to third parties in connections with the contract; and
- All cancellations, restocking, packing and freight costs as charged to WWCPPI, by its vendors or suppliers will be paid by the Purchaser requesting a cancellation or stop of work.

**Customer Required Suppliers:** Wherever a Customer requires use of their own approved suppliers; customer is responsible for monitoring any required compliance to quality Management Systems (QMS) or required certifications.

**Purchaser Supplied Material:** Material furnished by the Purchaser shall be shipped to the Wayne Wire Cloth Products, Inc. freight prepaid and all risk of loss or damage to the material shall remain with the Purchaser. Purchaser hereby indemnifies and holds WWCPPI harmless against any and all claims for loss, liability, injury or damage arising out of or in connection with

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the quality of the material supplied and workmanship applied to or used in connection with the Purchaser's material. WWCPPI reserves the right to charge inspection fees for Purchaser's supplied material as applicable.

**Returned Goods:** Orders may not be returned without prior written notification and RMA (return material authorization) number received from Wayne Wire Cloth Products, Inc. If WWCPPI determines that it is our responsibility, WWCPPI shall replace the material promptly. RMA number must appear on all return documentation to be accepted. Returned items must be shipped in appropriate containers to prevent damage during shipment.

**Claims:** Claims for shortages in shipment, defective goods, or errors **MUST** be reported to the Quality Department at Wayne Wire Cloth Products, Inc. in writing **within ten (10) days** after receipt of order. Claims for shortages or damage caused by delivery carrier should be made directly with that carrier. Claims for defective material must be inspected and approved by WWCPPI before credit can be issued.

**Nonconforming Products :** Wayne Wire Cloth Products, Inc. warrants to Purchaser that all products delivered under a purchase order will be free from defects in materials and workmanship as it conforms to the applicable specifications and drawings that will have been agreed to by the parties. The warranty period will extend to acceptance by Purchaser. **THIS WARRANTY IS IN LIEU OF ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED.** Final inspection and acceptance or rejection must be made by Purchaser within the (10) days after receipt of product. Failure of the Purchaser to reject a product **within ten (10) days** after receipt will constitute acceptance. Should Purchaser reject any product for failure to conform to the requirements of an order, Purchaser will notify Wayne Wire Cloth Products, Inc. of the rejection, giving detailed reasons for the rejection. Wayne Wire Cloth Products, Inc. would then have the option to rework or replace the nonconforming product within thirty (30) days. **Under no circumstances is Wayne Wire Cloth Products, Inc. responsible for any form of consequential damages beyond the price of the goods. No damages or charges of any kind, either for labor, expenses, or otherwise, suffered or incurred by the buyer in repairing or replacing defective goods or occasioned by them, will be allowed, regardless of whether such products are used singly or as components in other products.**

**Specifications and Drawings:** All revisions to specifications and drawings must be submitted

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directly to Wayne Wire Cloth Products, Inc. who will not be responsible for changes made to drawings and specifications without appropriate notification from buyer.

**Patent Infringement:** Purchaser agrees to assume any liability for patent infringement in favor of any person, firm or corporation arising out of the manufacture of goods ordered and further agrees to indemnify and save the Wayne Wire Cloth Products, Inc. harmless there from, including court costs and legal fees.

**Communications:** All notices and other communications required or authorized under the Agreement shall be given in writing either by personal delivery or by registered mail addressed to the respective party at the addresses indicated on this Agreement. Any failure by either party to enforce any provision of the Agreement or of any order will not constitute a waiver of the provisions or prejudice the right of either party to enforce the provision at any subsequent time. If any provision of the Agreement or of any order is or becomes void or unenforceable by force or operation of law, the other provisions will remain valid and enforceable.

**Law Governing the Contract:** The laws of the State of Michigan shall govern the rights and duties of the parties arising under this transaction and agreement. The exclusive venue of any dispute or litigation arising out of this transaction and agreement is in a court of competent jurisdiction in Kalkaska County, Michigan.

**Force Majeure:** Wayne Wire Cloth Products, Inc. shall not be liable for any loss or damage of any kind resulting from delay, inability to deliver or to perform any other work under this Agreement on account of fire, flood, labor problems, accidents, acts of civil or military authorities, acts of God, or from any other causes beyond Wayne Wire Cloth Products, Inc. control.

**Events of Default:** Purchaser shall be in default of this Agreement upon the occurrence of, but not limited to, any of the following:

The Purchaser's failure to make due and punctual payment of any payment due pursuant to this Agreement. The Purchaser's failure to perform any obligation under this Agreement. The Purchaser's financial position materially deteriorates; or The purchaser shall cease to do business as a going concern. In the event Purchaser shall default in his obligations hereunder,

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Purchaser shall be liable for Wayne Wire Cloth Products, Inc.'s cost of collection, including reasonable attorney's fees.