

TERMS AND CONDITIONS

PRICES: Published prices are for immediate acceptance and unless otherwise specified by STODDARD SILENCERS, are subject to change without notice. All orders based upon published prices are subject to acceptance by STODDARD SILENCERS.

QUOTATIONS All quotations are valid for thirty (30) days from the date of the quote. Orders placed beyond the expiration date of the quotation will be invoiced at the price in effect at time of order entry.

ORDERS Orders placed with STODDARD SILENCERS must be for immediate release and shipment within standard lead times for the products ordered; otherwise, orders will be invoiced at the price in effect at time of release for fabrication and shipment. Orders "Held For Approval" will be invoiced at the price in effect at time of release for fabrication and shipment.

Orders that are completed and ready for shipment but not released for shipment due to lack of information from the buyer, "Holds" put in place by the buyer or any other reasons caused by the Buyer's action or inaction will be invoiced upon completion of fabrication and will be due within standard STODDARD SILENCERS payment terms. Additional charges may be assessed for storage of merchandise. Indoor storage is not guaranteed. Charges will be on a per month basis; partial months will be invoiced at the full month's amount.

Blanket orders will be for a maximum of six (6) months unless otherwise agreed to in writing by STODDARD SILENCERS.

DELIVERY: Delivery commitments are contingent upon fires, strikes, accidents or other causes beyond STODDARD SILENCERS' control. STODDARD SILENCERS will endeavor to maintain shipping schedules but cannot guarantee to do so. Unless agreed to in writing prior to order placement, STODDARD SILENCERS is not liable for any liquidated damages due to late shipments. Any extra charges for expedited deliveries will be the responsibility of the buyer.

WARRANTY: Material and workmanship are guaranteed for one year from date of invoice. STODDARD SILENCERS will repair or replace, at its own discretion, any article proving defective when used for the purpose intended and installed properly. No claims will be allowed for loss, damage or labor.

CANCELLATIONS & RETURNS: Orders accepted by STODDARD SILENCERS may not be cancelled or shipment deferred without consent in writing and only then under terms that will indemnify STODDARD SILENCERS against all losses. Returns may not be made without the expressed consent of STODDARD SILENCERS as evidenced by a duly executed Material Return Authorization (MRA). All authorized cancellations and returns are subject to a 25% cancellation/return charge (\$35.00 minimum). Items fabricated expressly for the customer's order may not be cancelable or returnable.

TAXES: Prices quotes are subject to any and all Federal, State or Municipal taxes which may now be in effect or which may be imposed prior to actual shipment of equipment. State and local taxes are the responsibility of the purchaser to pay; STODDARD SILENCERS will not collect them.

TOOLS, ETC: All designs, dies, drawings, fixtures, jigs, patterns, sketches, tools, and any other special appliance relating to a purchase order shall remain STODDARD SILENCERS' property unless otherwise specified in the purchase order and agreed to by STODDARD SILENCERS.

PACKING: Unless otherwise specified, packing will be for domestic shipment and will meet the requirements of United States common carriers. Unless specified otherwise in the order all STODDARD SILENCERS products will be painted with a primer. This primer is applied to protect the silencer from oxidation during shipment. Indoor storage or the immediate application of a finish coat is recommended.

DISCLAIMER: The warranty stated in paragraph 5 above is expressly in lieu of all other warranties, expressed or implied and in lieu of all other obligations and liabilities on the part of STODDARD SILENCERS, and said warranty shall not apply to any product of STODDARD SILENCERS that has been altered or repaired by others without its written authorization, nor any product that has been subject to misuse, negligence, accident or is installed in an application for which it is not intended.

STOCK SHIPMENTS: Items shown as stock are available for shipment within two (2) to five (5) working days including the day of order entry. All items shown as stock are available subject to prior sale. Immediate shipments are available for airfreight shipments only and will involve an additional processing fee.

MISCELLANEOUS: All stenographic or clerical errors are subject to correction. Open account billing and terms of payment are subject to approval by STODDARD SILENCERS' Credit Department.

F.O.B. POINT: Unless otherwise agreed to in writing beforehand, all shipments are FOB STODDARD SILENCERS' factory, freight collect or third party billed. Should STODDARD SILENCERS agree to prepay and add the charges to the invoice, a handling fee will be assessed to the invoice. The fee will be the greater of 10% of the freight charges or \$15.00. UPS shipments are excluded. Ownership, liability for damage and title of products will transfer to the purchaser upon delivery by STODDARD SILENCERS to a carrier at the dock of STODDARD SILENCERS' designated shop. With the exception of UPS Next Day and UPS 2nd Day shipments, ALL air freight shipments will require an account number from either the consignee or purchaser for direct billing of the airfreight charges.

CASH TERMS: Net Thirty (30) Days. All past due invoices are subject to a 1% per month late fee.