

GRIFFITH RUBBER MILLS

Terms & Conditions (GRM as Seller)

REQUEST FOR QUOTATION, PLACEMENT OR ACCEPTANCE OF ORDER. A request for quotation, placement or acceptance of an order by your company ("**Buyer**") shall constitute an acceptance of the terms and conditions contained herein. Any of the Buyer's terms and conditions which are in addition to or different from those contained herein, which are not separately agreed to by Griffith Rubber Mills ("**Seller**") in writing, are hereby objected to and shall be of no effect. All offers shall be deemed accepted by Buyer upon transmission to Seller of Buyer's acceptance of the offer in any reasonable manner.

PRICE. Published prices and quoted prices, unless otherwise specified, are subject to change without notice and do not include any applicable taxes or duties. Seller reserves the right to revise the pricing if there is any change in quantity, inventory availability, size, finish or method of shipment different from those contained in the original order.

RETURNS. No product may be returned without the Seller's consent. The Seller reserves the right to impose a 20% restocking charge for approved returns. Payment for all in-bound and out-bound freight charges on approved returns will be the responsibility of the Buyer unless prior arrangements have been agreed to by Seller.

CANCELLATIONS. No order may be canceled by Buyer without Seller's written approval. Seller may, at its sole discretion, condition its approval of the canceled order upon Buyer paying a cancellation charge equal to Seller's actual costs to obtain materials necessary to fill the order, and/or Seller's actual costs for work in progress or finished goods.

PAYMENT TERMS. Terms of payment shall be set forth on the face of the quotation or invoice. Terms are calculated from the date of invoice. All payments are to be made in U.S. Dollars. Any unpaid balance after the required payment date shall be subject to a finance charge of 1-1/2% (18% per annum) per month from such date. Payments shall be made without right of setoff. Seller shall have the right to suspend credit or to modify credit terms, or to withhold deliveries when, in Seller's sole discretion, the Buyer's financial condition so warrants. In the event the Seller is required to institute any type of action or proceeding to recover any obligations due Seller by Buyer, Seller shall be entitled to receive, as an additional item of damages, reasonable collection and/or attorneys' fees incurred by Seller in pursuit of any obligations due from Buyer.

SHIPMENT. If Buyer has not provided written routing and shipping instructions, Seller reserves the right to select carrier and routing. All shipments are F.O.B. Origin, unless other arrangements have been made.

DELIVERY. In no event will the Seller be responsible for loss or damages due to failure to make delivery in accordance to the delivery estimate. In addition, the Seller shall not be liable for failure in shipment or delivery caused by fires, strikes, casualties, delays in transportation, acts of God or other causes beyond the Seller's control. Seller's judgments shall be final and shall not subject Seller to any claim for damages by virtue of any shortages or failure to deliver.

TITLE. For security, title of goods shall not pass to the Buyer until the entire purchase price and all other obligations of the Buyer under these terms of sale are paid and performed in full.

ARBITRATION. All disputes that may arise between the parties regarding the interpretation of the contract and the legal effect of the contract shall, to the exclusion of any court of law, be arbitrated and determined in accordance with the latest Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceeding shall be held in the city in that state where the principal office of the Seller is located. The parties recognize and consent to the above mentioned arbitration association's jurisdiction over each of them.

GOVERNING LAW. This agreement will be governed by and construed in accordance with the laws of the State of Oregon, USA, without regard to conflict of law principles. In the event this agreement pertains to the sale of any goods outside the United States, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this agreement.

LIMITED WARRANTY AND LIMITATION OF REMEDIES. Seller warrants, to the original Buyer only, that all products manufactured by Seller ("Product") are free from defects in material and workmanship under normal use and when properly installed for a period of one (1) year from the date of delivery to the original Buyer. Any defective Product shall be returned to Seller's factory, with transportation charges or duties to be paid by Buyer. Seller shall examine the Product and determine to its satisfaction that the Product is indeed defective. Upon such determination, SELLER'S LIABILITY SHALL BE LIMITED TO REPLACEMENT OF THE DEFECTIVE PRODUCT, AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DEFECTS IN MATERIAL OR WORKMANSHIP. BUYER HEREBY WAIVES ALL OTHER REMEDIES ARISING BY LAW OR OTHERWISE.

Seller does not warrant the Product to meet the requirements of the safety code of any state, municipality or other jurisdiction, and Buyer assumes all risk and liability whatsoever resulting from the use thereof, whether used singularly or in combination with other Product, equipment, machines or apparatus. This Limited Warranty shall not apply to any Product which shall have been altered outside of Seller's factory or which has been subject to misuse, negligence or accident, or which has not been fitted and/or installed in compliance with Seller's written instructions. Seller neither assumes nor authorizes any person to assume for it any other liability in connection with its Product. THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO SELLER'S PRODUCT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION INCLUDED HEREIN.

EFFECT OF OTHER WRITTEN AGREEMENTS: In the event that any provision of any other written agreement signed by both Buyer and Seller (whether now or hereafter in effect) is inconsistent with any term or condition set forth herein, the provisions of such other written agreement shall govern.