

TERMS AND CONDITIONS OF SALE

Buyer's orders, releases and contracts are accepted subject to the following conditions which supersede any conflicting conditions contained in Buyer's order

1. PRICES. Prices shown are Seller's prices in effect on the date the quotation is made or the order acknowledged. Shipments will be billed at Seller's prices in effect on the date shipments are made and taxes or other charges imposed by law are to be added to the invoice.

2. DELAYS. Delivery dates indicated on quotations and on acknowledgments of orders are currently estimated but are not guaranteed. Seller is not responsible for delays due to Acts of God, war, riot, fire, floods, labor disputes, material shortages, or any cause beyond reasonable control.

3. QUANTITIES. On all orders Kalas reserves the right to ship and bill 10% more or less than the quantity specified and performance will be considered complete.

4. CANCELLATION. In case of cancellation, Buyer will be liable for completed production, for material in process of fabrication for his order, for materials purchased specifically for his order or contract, and for any related unamortized special orders.

5. INDEMNITY. With respect to all goods manufactured either in whole or part to Buyer's specifications, Buyer will protect and indemnify the Seller against all claims for damages or profits arising from infringement of patents, designs, copyrights or trademarks.

6. Only written orders will be entered and delivery scheduled from the date the order is received.

7. CLAIMS. Claims for errors, deficiencies or imperfections must be made in writing by Buyer within fifteen (15) days of receipt. The absence of such notice within the specified time is to constitute an acceptance in conformity with the purchase order and a waiver of all such claims.

8. ERRORS. Stereographic and clerical errors are subject to correction.

9. The Seller's responsibility is limited to the extent of the cost of the Seller's product. Any extra cost which may be incurred by the Buyer due to rework of any kind of Seller's product must first be negotiated with the Seller. Any rework done without the consent in writing by the Seller shall be at the Buyer's expense.

10. Any wire returned to Kalas without written approval will be returned to the Buyer at the Buyer's expense.

11. Seller makes no warranty whatsoever, expressed or implied, as to the fitness of the merchandise or of any of the properties of the merchandise including, but not limited to, color or shade for the uses to which it will be put by the Buyer or others. Seller warrants merchandise is manufactured as specified.

12. Special tools, dies, or fixtures, other than standard in Kalas product line, that are necessary for the manufacture of a customer's product, will be charged to the customer. All such special tools, dies, or fixtures shall be, and remain, the Seller's property and Seller's sole possession and control, and any changes made by Seller therefore, shall be for the use of such equipment only. When for a period of one (1) year, no orders or releases are accepted from the Buyer for products to be made with such tools, dies, or fixtures, Seller may make such disposition thereof, as he desires without liability to Buyer.

13. PAYMENT. Any payment to Kalas must be made at the invoice price in United States currency. Net 30 days after receipt of invoice. Unpaid past due amounts owed to Kalas are subject to finance charges, attorney/collection fees and any court costs.

14. FREIGHT TERMS. All wire shipped within the Continental United States (unless otherwise specified on quotation) is shipped FOB Denver, PA with freight allowed on 2,000 pounds and over. Any wire shipped outside the Continental United States is shipped FOB Denver, PA (unless otherwise agreed upon and specified on all orders and documents).

Buyers request for quotation, orders, releases and contracts are accepted subject to the following conditions which supersede any conflicting conditions contained in Buyer's order:

1. **QUOTE.** Quote is valid for thirty (30) days. Prices in effect at time of shipment, unless otherwise specified or previously agreed upon. In lieu of receipt of written customer specifications or samples, this quote is based upon the best information received at the time of quote request. Issuance of an order against a numbered quotation indicates acceptance of listed wire and cable characteristics and descriptions. Orders containing any deviation from quoted specifications nullifies price herein.
2. **PRICES** Prices shown are Sellers' prices in effect on the date the quotation is made or the order acknowledged shipments will be billed at Seller's prices in effect on the date shipments made, unless otherwise specified, and taxes or other charges imposed by law are to be added to the invoice.
3. **DELAYS.** Delivery dates indicated on quotations and on acknowledgments of orders are currently estimated but are not guaranteed. Seller is not responsible for delays due to Acts of God, war, riot, fire, floods, labor disputes, material shortages, or any cause beyond reasonable control.
4. **QUANTITIES.** On all orders Kalas reserves the right to ship and bill 10% more or less than the quantity specified and performance will be considered complete.
5. **CANCELLATION.** In case of cancellation, Buyer will be liable for completed production, for material in process of fabrication for his order, for materials purchased specifically for his order or contract, and for any related unamortized special orders.
6. **INDEMNITY.** With respect to all goods manufactured either in whole or part to Buyer's specifications, Buyer will protect and indemnify the Seller against all claims for damages or profits arising from infringement of patents, designs, copyrights or trademarks.
7. Only written orders will be entered and deliveries scheduled from the date the order is received.
8. **CLAIMS.** Claims for errors, deficiencies or imperfections must be made in writing by Buyer within fifteen (15) days of receipt- the absence of such notice within the specified time is to constitute an acceptance in conformity with the purchase order and a waiver of all such claims.
9. **ERRORS.** Clerical errors are subject to correction.
10. The Seller's responsibility is limited to the extent of the cost of the Seller's product. Any extra cost, which may be incurred by the Buyer due to rework of any kind of Seller's product, must first be negotiated with the Seller. Any rework done without the consent in writing by the Seller shall be at the Buyer's expense.
11. Any wire returned to Kalas without written approval will be returned to the Buyer at the Buyer's expense.
12. Seller makes no warranty whatsoever, expressed or implied, as to the fitness of the merchandise or of any of the properties of the merchandise including, but not limited to, color or shade for the uses to which it will be put by the Buyer or others. Seller warrants merchandise is manufactured as specified.
13. Special tools, dies, or fixtures, other than standard in Kalas product line, that are necessary for the manufacture of a customer's product, will be charged to the customer. All such special tools, dies, or fixtures shall be, and remain, the Seller's property and in Seller's sole possession and control, and any charges made by Seller therefore, shall be for the use of such equipment only. When for a period of one (1) year, no orders or releases are accepted from the Buyer for products to be made with such tools, dies, or fixtures, Seller may make such disposition thereof, as he desires without liability to Buyer.
14. **PAYMENT.** Any payment to Kalas must be made at the invoiced price in United States currency, Net 30 days after receipt of invoice (unless otherwise specified). Unpaid past due amounts owed to Kalas are subject to finance charges, attorney/collection fees and any court costs.
15. **FREIGHT TERMS.** All wire shipped within the Continental United States (unless otherwise specified on quotation) is shipped FOB Denver, PA with freight allowed on 2,000 pounds and over. Any wire shipped outside the Continental United States is shipped FOB Denver, PA freight collect (unless otherwise agreed upon and specified on all orders and documents).

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