

TERMS AND CONDITIONS OF SALE

AGREEMENT. Quality Profile Services, Inc. acceptance of any order(s) from Purchaser is expressly conditioned on Purchaser's unqualified acceptance of these Terms, and Purchaser agrees that any additional or conflicting terms contained in Purchaser's purchase order or other documents shall be superseded by these Terms. Purchaser's acceptance of delivery of, payment for, or use of the Products constitutes Purchaser's consent and agreement to these Terms.

1. Suitability of QUALITY PROFILE SERVICES, INC. products for customer's end use and freedom from patent infringements are customer's responsibility, and customer assumes all liability therefore. Where QUALITY PROFILE SERVICES, INC. warrants products that meet Government or industry specs, such must be set forth in writing by an officer of QUALITY PROFILE SERVICES, INC. Such warranty shall imply nothing which is not expressly stated. **NO WARRANTIES, EXPRESS OR IMPLIED ARE MADE EXCEPT AS SET FORTH HEREIN, AND MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.**
2. Prices and terms as acknowledged or quoted are subject to contingencies of raw material price changes. Furthermore, any change in material type, grade, or color, or in shape, dimensions, tolerance, length, form or packaging from that quoted or acknowledged can be subject to price revision at any time. Normal commercial tolerances shall apply unless specific exception is stated.
3. Orders are subject to acceptance at the Council Grove office. Change in customer credit status in QUALITY PROFILE SERVICES, INC. Judgment will be sufficient cause for change in terms of payment at any point prior to delivery. Shipping date is approximate only, and while QUALITY PROFILE SERVICES, INC. will use reasonable diligence to meet schedule, shipping date is not guaranteed, and QUALITY PROFILE, SERVICES, INC. will recognize no damages or liability owing to failure to meet shipping date. Special dies and tools are prepared subject to the condition that they remain in the custody of QUALITY PROFILE SERVICES, INC. The tooling that remains in Custody can not be used for any other customer than the rightful owner.
4. Order quantities are subject to allowable overage or underage of 10%. When operational circumstances result in interruption of a run and under shipment, QUALITY PROFILE SERVICES, INC. shall have option to consider the order complete unless customer order specifies "do not under ship". An order cancelled after acknowledgement or entry but before production shall be subject to such charge as QUALITY PROFILE SERVICES, INC. may require to recover costs incurred; if order has been produced, cancellation shall not be acceptable.
5. Permission for return of goods must come from Council Grove headquarters. Request for permission to return goods will not be recognized more than 90 days after the date of invoice. QUALITY PROFILE SERVICES, INC. reserves the option to replace or credit returned goods. Breakage, damage, or loss in transit shall not be QUALITY PROFILE SERVICES, INC. responsibility; claims must be made to carrier.
6. QUALITY PROFILE SERVICES, INC. shall in no event be responsible or liable for any damage beyond replacement or replacement value of its own materials. No implied warranty shall be considered to exist, and no guarantee or terms of sale shall be considered to exist other than those specifically stated.

7. Invoices are to be paid according to required terms and dating. Where an amount is in dispute, original invoice should be paid as invoiced. Adjustments are made by separate credit memos. Where an account becomes unreasonably delinquent, interest shall be charged at 1 ½% per month from expiration of agreed Terms.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to conflict of law principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including tort actions, shall be within the exclusive jurisdiction of Morris County, Kansas district court, and each party hereby consents to such exclusive jurisdiction and venue.