

TERMS AND CONDITIONS OF SALE

The following constitute the terms and conditions of sale for all goods or products manufactured, distributed and/or sold (Products) by Wieland Copper Products, LLC (Seller). Seller agrees to sell Products on the terms and conditions contained herein. Buyer's request to purchase certain Product(s) sold by Seller by virtue of Buyer's placing an order on Seller's internet site and receipt of order confirmation shall constitute Buyer's acceptance of the terms and conditions contained herein. Acceptance by Buyer of Products sold hereunder shall be deemed ratification by Buyer of these terms and conditions of sale.

1. Warranty: Seller warrants that: (a) if the Products are manufactured by Seller, the Products conform to Seller's published specifications, if any, or as may be otherwise expressly stated in Seller's quotation, proposal or offer; and (b) it owns the Products free and clear of security interests, liens and encumbrances. The above warranty in paragraph (a) is subject to commercial tolerances and customary industry standards concerning acceptable variances. EXCEPT FOR THE ABOVE EXPRESS WARRANTIES, SELLER MAKES NO WARRANTY, GUARANTEE OR REPRESENTATION, EXPRESSED OR IMPLIED, REGARDING THE PRODUCTS SOLD TO BUYER. ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING ARE HEREBY DISCLAIMED. IF THE PRODUCTS CONCERN PRODUCTS NOT MANUFACTURED BY SELLER, BUYER AGREES THAT SELLER SHALL HAVE NO LIABILITY FOR ANY SUCH PRODUCTS, EXCEPT THE WARRANTY IN (b) ABOVE.

2. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL SELLER'S LIABILITY IN THE AGGREGATE TO BUYER UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO, BREACH OF CONTRACT OR WARRANTY (EXPRESS OR IMPLIED), COMMISSION OF ANY TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY, CLAIMS FOR INDEMNIFICATION, OR ANY OTHER CLAIMS IN LAW OR IN EQUITY, EXCEED THE INVOICE PRICE FOR THE AFFECTED PRODUCT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, EVEN IF SELLER IS ADVISED OF SAME, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, LOST PROFITS, COSTS ARISING FROM ASSEMBLY LINE SHUTDOWN, ALLEGED INFRINGEMENT OF ANY PATENT OR TRADE SECRET, OR COSTS, LOSSES OR EXPENSES RELATED TO OR ASSOCIATED WITH THE INSPECTION, REPAIR OR REPLACEMENT OF THE WARRANTED PRODUCTS. SELLER'S LIABILITY ARISING FROM OR IN ANY WAY CONNECTED WITH THE PRODUCTS SOLD SHALL BE LIMITED TO (i) REPAIR OR REPLACEMENT OF THE PRODUCTS AT SELLER'S COST AND EXPENSE; OR (ii) A REFUND OF THE PURCHASE PRICE PAID BY BUYER, AT SELLER'S SOLE OPTION.

Buyer must commence any action at law or in equity against Seller within one year after the Product is delivered to Buyer. Buyer will not have any recourse against Seller for any loss which Buyer reasonably could have prevented by cover or otherwise. Exceptions to Seller's warranty and limitation of liability provisions or waivers of the same granted by Seller will not constitute a precedent, default or waiver of Seller's rights to enforce such provisions in whole or in part in the future.

3. Shipment: All shipments are F.O.B. shipping point, unless otherwise specified at time of order. Risk of loss of all Products sold hereunder shall pass to Buyer upon Seller's delivery to carrier at the shipping point. Except for shipments that are FOB shipping point, Seller reserves the right to control the method and routing of shipment. Special handling charges shall be paid by the Buyer. Weights and tares fixed by Seller's invoice shall govern. Shipment of quantities 10% more or less than quantity ordered shall be acceptable. If shipment exceeds 10% deviation, then Buyer agrees to notify Seller upon Buyer's receipt of shipment. If Seller believes that delivery of Products will be delayed beyond agreed delivery date, Seller shall use commercially reasonable efforts to notify Buyer of delay, and shall have a reasonable opportunity to remedy such delay.

4. Payment: Payment is due Seller no later than thirty (30) days after the invoice date, unless otherwise specified at time of order. Title to the Products shall be retained by Seller until Buyer has paid in full all invoices relating to the Products. By placing an order for Products, Buyer represents and warrants that Buyer is solvent and has the ability to pay its debts as they come due. All invoices not paid when due shall be subject, at Seller's option, to a service charge of 1½% per month on all outstanding amounts, not to exceed the maximum permitted by applicable law. If Buyer fails to pay any invoice in accordance with the terms hereof, Seller may, at its option, recall Products in transit, repossess Products delivered to Buyer, defer further shipments until payment has been made and cancel further performance of the contract. If at any time in the reasonable judgment of Seller, the Buyer's creditworthiness is impaired, Seller may change the terms of payment and/or require payment as a condition of shipment.

5. Prices and Taxes: Unless otherwise specified herein, prices are for shipment at one time to one destination and are subject to revision in accordance with metal value and fabrication pricing in effect at time of shipment. All prices are exclusive of excise, sales, use, property, occupational or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of the Products (Taxes), all of which shall be borne by Buyer, except that income taxes imposed on Seller in the conduct of Seller's business are not included in the definition of Taxes, and shall be borne by Seller. If any Taxes must be paid by Seller or if Seller is liable for the collection of any Taxes, the amount thereof shall be in addition to the prices for the Products sold. Buyer agrees to pay all such Taxes or to reimburse Seller therefore upon receipt of its invoice. If Buyer claims exemption from any Tax imposed by any taxing authority, Buyer shall provide Seller reasonably adequate documentation therefor, and Buyer shall hold Seller harmless from and against any such Tax, together with any interest or penalties thereon which may be assessed if the sale of the Products generates Taxes.

6. Claims, Returns and Cancellations: Claims, including but not limited to, claims for defective materials shall be made within thirty (30) days after shipment, except that any claims for shortages or omissions in shipments shall be made within five (5) days after Buyer's receipt of the shipment. Products may be returned only upon written consent of the Seller. Orders entered upon Seller's books cannot be canceled or changed except upon written consent of Seller and upon terms that will indemnify Seller against all losses arising from such cancellation or change.

7. Force Majeure: Seller shall not be liable for its failure to perform hereunder if due to any occurrence beyond its reasonable control, including but not limited to acts of God, terrorism, war, fire, inclement weather, flood, accident, labor trouble or shortage, civil disturbance, plant shutdown, equipment failure, voluntary or involuntary compliance with any applicable governmental regulation or order, or shortage or inability to obtain (on terms deemed practicable by Seller) any raw material including energy, equipment or transportation. Any quantities not delivered or accepted because of any such occurrence shall be eliminated from the contract. Seller shall not be obliged to deliver the Product from other than the production or shipping points designated and there shall be no obligation to rebuild or repair any damage or destruction to such production or shipping points in order to fulfill the contract. During any period when Seller is unable to supply the quantity of the Product, whether caused by the circumstances above or otherwise, Seller may allocate any available Product among its customers, including its own affiliates, divisions and departments, on such basis as Seller deems fair and reasonable.

8. Miscellaneous: The parties agree that the contract is accepted and entered into in the State of North Carolina, and do hereby agree that North Carolina law shall apply to govern the interpretation of these Terms and Conditions, and agree to only commence a proceeding regarding this matter in courts of competent jurisdiction in the State of North Carolina. Buyer irrevocably agrees, to the extent permitted by applicable law, to submit to the jurisdiction of the courts in North Carolina and to not to object to their jurisdiction on the grounds of an inconvenient forum or any similar argument.

9. Severability: In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and these Terms and Conditions of

Sale shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. To the fullest extent permitted by applicable law, Seller and Buyer waive any and all rights to trial by jury in connection with the purchase and sale of Products.

Wieland terms and conditions current January 2013 internet terms