

## Pacific Metals Group, LLC dba CME Metal Stamping – TERMS AND CONDITIONS OF SALE

- TERMS, PAYMENT, INTEREST AND CREDIT:** CME Metal Stamping (Seller) and the Buyer named on the reverse side hereof acknowledge that this sales order and invoice ("Agreement") is a contract for the type and quantity of goods and at the price described on the reverse side hereof. The purchase price for goods, freight and applicable tax will be paid in full within thirty (30) days of the invoice date unless otherwise specified, in United States currency at the Seller's address or in such terms as Seller shall specify prior to shipment. Seller may apply any payment received from Buyer against any obligation of Buyer to Seller, regardless of any statement appearing on or referring to any check or other form of payment, without discharging Buyer's liability for any other amounts Buyer owes to Seller; and Seller's acceptance of such item shall not be a waiver of Seller's rights to collect any remaining balance. Time of payments is of the essence. Interest at the rate of the lesser of the highest rate permitted by law or 1.5% per month shall be charged and payable on past due balances. All items are non-refundable.
- SECURITY INTEREST:** CME Metal Stamping is hereby granted a purchase money security interest in the goods until payment of the full purchase price. Buyer shall perform all acts which may be necessary to perfect and assure retention of such security interest in parts sold under this Agreement. If Buyer fails to make any payment of or on account of the purchase price when due, CME Metal Stamping may, as its option, take exclusive possession of the goods wherever found and remove the goods without legal process, and Buyer shall pay to CME Metal Stamping removal costs, expenses or costs of repossession and collection, including attorney's fees.
- LIMITS OF LIABILITY:** Seller warrants all material and products delivered hereunder will conform to the specifications, drawings, samples or other description furnished or specified by Buyer and will be of good material and workmanship and will be free from defects in material and workmanship. If any part is defective in material or workmanship, Seller has the option to either replace or refund such part. All parts submitted for warranty consideration shall be returned to the Seller at the Buyer's expense. It is the Buyer's responsibility to inspect the quality of the parts provided by the Seller in a timely manner; any defects need to be communicated to the Seller within ninety (90) days of the receipt by Buyer. The liability is expressly limited to such replacement. The foregoing warranty is in lieu of all other warranties, obligations and liabilities of the Seller, including, but not limited to: (i) any implied warranty of merchantability or fitness for a particular purpose, (ii) any implied warranty arising from course of performance, course of dealing or usage or trade, or (iii) any obligation, liability, right, claim or remedy in contract or in tort, whether or not arising from Seller's negligence, actual or implied. In no event shall Seller be liable for (i) damage to property, death or bodily injury, (ii) any liability of Buyer to any third party, or (iii) any other direct, indirect, incidental or consequential damages, including, but not limited to: loss or profit or revenues, cost of capital, cost of substitute products, facilities or services, down time costs, or claims of Buyer's customers for such damages. To the extent that Buyer transfers title to the goods sold hereunder to any third party; Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence. In no event shall Seller's liability for a arising in connection with any part exceed the purchase price of such part. There are no implied warranties of any type and Seller hereby disclaims any implied warranties of merchantability or fitness for a particular purpose.
- TAXES AND GOVERNMENTAL AUTHORIZATIONS:** In addition to the price for goods delivered under this Agreement, Buyer shall pay Seller, upon demand, or furnish Seller evidence of exemption therefrom, any taxes, duties, fees, charges or assessments of any nature (but excluding any income taxes), legally assessed or levied by any governmental authority against Seller or its employees as a result of any sale, delivery, transfer, use, export, import or possession of such goods or otherwise in connection with this Agreement. Buyer shall comply with all applicable provisions of law in connection with the goods provided in connection with this Agreement.
- HOLD HARMLESS:** Buyer agrees to indemnify Seller and hold Seller harmless against any and all damage, loss, liability, cost or expense that Seller may sustain (including, without limitation, reasonable attorney's fees and expenses) resulting from, arising out of, or relating to, directly or indirectly, this Agreement, or Buyer's activities or contractual relationships with third parties with respect to this Agreement or the goods and/or services covered hereby; provided, however, this indemnity shall not apply to claims caused by the gross negligence or willful misconduct of Seller.
- SUPERCEDING OR CONFLICTING AGREEMENTS:** This Agreement and any written agreement between Seller and Buyer which have been signed by an authorized representative of Seller are the only terms and conditions applicable to the sale of the goods covered hereby and are in lieu of any and all terms and conditions appearing on the face or reverse side of any purchase order document submitted by Buyer; terms and conditions contained in any purchase order which are different from or in addition to the terms and conditions of this Agreement shall not be binding on the Seller, whether or not they would materially alter this Agreement, and Seller hereby objects thereto. This Agreement supersedes all previous agreements and understandings (and all existing and future purchase orders, agreement or understandings) with respect to the goods and/or services covered hereby, whether written or oral (unless a subsequent written agreement expressly referring to this Agreement expressly modifies the terms hereof). By receiving delivery of the goods with any term or condition of any written agreement heretofore or concurrently provided by Seller to Buyer or executed by Buyer and Seller that agreement will govern.
- GENERAL:** This Agreement may not be assigned, modified or canceled by Buyer without Seller's prior written consent. All notices of any kind under this Agreement shall be effective (i) when actually delivered (or attempted to be delivered if rejected) by certified mail or overnight courier to the parties' addresses set forth on the reverse side of this Agreement or (ii) upon receipt thereof if sent by facsimile transmission to the parties' telecopier numbers if specified on the reverse side of this Agreement, provided such transmission is promptly confirmed by mail or courier as provided in clause (i) of this section. The failure or delay by Seller to enforce any right under this Agreement shall not be a waiver of such right or a waiver of any right or provision under this Agreement, nor will any waiver constitute a continuing waiver. If a court of competent jurisdiction finds any provision of the Agreement or any section hereof unenforceable, the unenforceability of that provision or any part thereof shall not affect the enforceability of the remaining provisions of this Agreement or such section. Except as required by law, Buyer agrees not to disclose or discuss any information relating hereto (including, but not limited to price and terms) with or to any third party without Seller's prior written consent in each instance. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to conflicts of law principles thereunder. The courts of the State of California in Orange County, California or in the United State District Court of the Southern California region will have exclusive jurisdiction over any dispute arising under this Agreement and Buyer hereby submits to the jurisdiction of such courts in any proceeding commenced by Seller against Buyer. The prevailing party in any litigation arising under this Agreement shall be entitled to recover its reasonable costs including, without limitation, attorney's fees and expenses. If Buyer is organized outside the United States, to the extent that Buyer or any its properly is or becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise from any legal action, suite or proceeding, or other legal process in any jurisdiction, Buyer for itself and its properly does hereby irrevocably and unconditionally waive and agrees not to assert, plead or claim, any such immunity with respect to its obligations, liabilities or any other matters resulting from or arising under or in connection with this Agreement for the subject matter hereof. The provision of this Agreement are for the benefit of the parties hereto and not for any other person. The delegation or assignment by Buyer of any or all of its duties or rights hereunder without CME Metal Stamping's prior written consent shall be void. No action, whatever its form, which arises out of this Agreement, may be brought by either party more than one (1) year after the cause of action has arisen or in case of an action for non-payment, more than two (2) years from the date the last payment was due. Seller certifies that it has complied with the Fair Labor Standards Act of 1938, as amended.
- All orders in excess of \$50,000 require an acknowledgement in writing by the Seller and an officer of the Seller's company.