

## GENERAL TERMS AND CONDITIONS OF SALE

1. **PAYMENT** – Terms of payment are net cash with order, except where credit is established, in which case terms are NET 30 DAYS and are effective from actual date of invoice. If, in our opinion, the financial condition of the BUYER at any time – or any other circumstances – do not justify the incurrence of production costs or shipment on the terms of payment specified, we reserve the right to require full or partial payment before beginning or continuing work and/or prior to shipment of finished goods. We reserved the right to assess a finance charge of 1.5% per month on past due account balances, payable within 10 days of receipt by the BUYER of notice of finance charges.
2. **F.O.B.** – All shipments are FOB our factory or warehouse unless otherwise stated.
3. **PRICES** – Quoted prices are subject to change without notice. Orders calling for future deliveries will be invoiced according to prices in effect at the time of shipment. STABILUS limits replacement part agreements to providing the parts at the prevailing market price for a period of not longer than five years after the termination of the last order.
4. **TAXES** – Any applicable sales, use, revenue, excise, or other taxes not specifically indicated in our order acknowledgment are to be paid/remitted by the buyer directly to the appropriate agency unless required to be collected by SELLER in which case they will be included in the invoice.
5. **LIMITED WARRANTY** – All STABILUS products are warranted for a period of one year from the date of manufacture against defective materials and workmanship.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF THE PRODUCT OR FOR CONSEQUENTIAL OR INCONSEQUENTIAL DAMAGES. EXCEPT FOR THE LIMITED WARRANTY DESCRIBED. WE MAKE NO EXPRESSED WARRANTY WITH RESPECT TO ANY PRODUCTS SOLD UNDER THIS CONTRACT AND SPECIFICALLY EXCLUDE ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

If the product is being acquired for resale, BUYER will make, in connection with any such resale, only those warranties contained herein and will indemnify us against such claims, clauses of action and judgments which arise from any representation, warranties, or agreements made by or entered into by BUYER, other than those contained herein.

6. **BUYER'S EXCLUSIVE REMEDY** – In the event that any of STABILUS products sold under this agreement are discovered to be defective in material workmanship or design, the sole and exclusive remedy of BUYER (or any person claiming through BUYER) shall be limited to the repair or replacement of the same, at our plant, or at our option, to the refund of the selling price, provided that notice of such defect is given within 60 days of discovery of such defect or one year from date of manufacture, whichever is less. In no event will we be liable for any incidental or consequential damages.
7. **PATENTS** – No rights are granted by BUYER under any STABILUS patent except as may be necessary to fulfill BUYER'S obligations under this agreement. BUYER agrees to defend all suits, actions, or proceedings which may be brought against STABILUS for all alleged infringement of any proprietary interest resulting from the use or sale of STABILUS product provided hereunder and to pay all expenses and fees of counsel which may be incurred in defending, and all costs, damages, or other

recoveries in every such suit. Any intellectual property, patentable inventions, and trade secret rights developed as a result of or during the course of this agreement belong to STABILUS.

8. **CONFIDENTIALITY** – BUYER shall keep all information that relates to STABILUS product secret and confidential, and will not disclose the information in any manner to any person or concern except to such of its employees as are required to use such information received hereunder and who undertake similar obligations of confidentiality, and then only so much of such information as is necessary for the party's manufacture, use, or sale of STABILUS product. The requirements of nondisclosure shall survive any termination of the Agreement.
9. **DELIVERY** – All stated shipment dates are approximate. We will not be liable for loss or damage of any kind from delay or inability to deliver due to flood, fire, strike, labor troubles, riot, civil disturbances, accidents, act or orders or regulations of civil or military authorities, shortages of materials, or any other cause or causes (whether or not similar in nature to any of these enumerated) beyond reasonable control.
10. **INSPECTION** – CARRIER is responsible for loss and damage done in transit. Damaged merchandise may not be returned without STABILUS' expressed written consent. If container is visibly damaged upon delivery, BUYER shall examine the contents and insist that such notation be made on delivery receipt. If damage is discovered upon unpacking, notify the CARRIER at once and request an inspection of the damage. Confirm this request in writing and hold the container and damaged contents for CARRIER. Written claims must be entered promptly against the CARRIER. Failure to comply may result in the CARRIERS refusal to honor your claim.

BUYER shall inspect the product immediately on its arrival and shall within 5 days of their arrival give written notice to STABILUS of any claim that the goods do not conform with the terms of the contract. If BUYER shall fail to give such notice, the goods shall be deemed to conform with the terms of the contract and the BUYER shall be bound to accept and pay for the goods in accordance with the terms of the contract.

11. **ORDER/SHIP QUANTITY** – STABILUS reserves the right to ship up to 10% above and 5% below any order/release quantity 500 pieces or less. For orders above 500 pieces, STABILUS reserves the right to ship 5% above or below ordered quantity.
12. **PERFORMANCE/PRODUCT SPECIFICATIONS** – BUYER understands that if no customer specification exists, then the product is supplied per STABILUS specification. Additionally, the BUYER is responsible for performance approval in the application.
13. **PRODUCT CHANGES** – In keeping with our continuing policy of product improvement, we reserve the right to make modifications to our products at any time, provided such modifications do not materially affect product performance.
14. **RETURN OF GOODS** – In no case may products or parts be returned without prior written approval. Products or parts returned under the aforementioned Warranty must be shipped with transportation charges prepaid.

15. **CONTRACT FORMATION: CHANGES** – These terms and conditions of sale and any other attachments take precedence over BUYER’S additional or different terms and conditions, to which notice of objection is hereby given. Acceptance by BUYER is limited to these terms and conditions. Neither STABILUS’ commencement of performance nor delivery shall be deemed or construed as acceptance of BUYER’S additional or different terms and conditions. BUYER’S purchase of STABILUS products hereunder represents acceptance of these terms and conditions of sales which constitute the entire understanding between the parties and supersedes any previous communications, representations, or agreements by either party, whether verbal or written. No change or modification of any of the terms or conditions herein shall be valid or binding on either party unless in writing and signed by an authorized agent of each party. Failure to enforce any term or provision does not constitute a waiver.
  
16. **CANCELLATION** – The contract to which this document relates may be cancelled only with our written consent and upon payment by BUYER of cancellation charges specified by us which shall be in an amount sufficient to cover all direct and indirect expenses incurred in connection therewith, and a reasonable allowance for the profits lost as a result of the cancellation, and in no event less than 10% of our quoted prices.
  
17. **ATTORNEYS FEES/CONSENT TO JURISDICTION** – BUYER shall be liable for all attorneys fees and costs incurred by STABILUS in the collection of any unpaid invoices and/or interest charges. BUYER consents to the jurisdiction of the COURTS of the State of North Carolina in regard to any matter litigated between the parties stemming from the contract to which this document relates.