

HAHL, INC. Terms and Conditions of Sale

1. **Acceptance:** These Terms and Conditions of Sale shall be deemed incorporated into all orders that Customer may place with Hahl (whether by mail, e-mail, facsimile, telephone or electronic data exchange). Any terms and conditions submitted by Customer that are inconsistent with or in addition to the terms and conditions herein are not binding upon Hahl unless specifically accepted by Hahl in writing. The prices for the products set forth in this Order Acknowledgement are predicated on the continued availability of the raw materials at the current pricing levels; to the extent the raw material prices increase or the raw materials become unavailable Hahl's prices for its Products will be adjusted accordingly.
2. **Payment:** Payment must be made to Hahl in U.S. dollars. The price does not include, and Customer is responsible to pay, all city, state and federal taxes due on the sale of the Product. Unless agreed otherwise in writing by Hahl, the purchase price is due and payable in accordance with the agreed upon time frame with Customer (such as, for example, 30 days from the date of Hahl's invoice).
3. **Delivery:** Delivery is FOB Hahl's facility in South Carolina. All shipping dates are approximate and are not guaranteed and time shall not be of the essence. Hahl shall not be liable for any damages, claims or losses resulting from Hahl's failure to meet a delivery date. In the case of short or damaged delivery, Customer must notify both Hahl and the carrier in writing within seven (7) days after delivery by the carrier. Failure to give such notice shall be deemed an acceptance in full of any such delivery.
4. **Weights and Packaging:** Seller weights shall govern unless proved to be in error. Where returnable packaging (spools) are used in shipment, these spools remain the property of Hahl and are to be returned to Hahl within six (6) months of delivery. Upon such time as Customer has accumulated a shipment of spools to be returned, Customer must notify Hahl and Hahl shall arrange for shipment of the spools at Hahl's expense. Packaging that is lost or not returned in usable condition to Hahl within six (6) months will be invoiced to the Customer at Hahl's replacement cost.
5. **Warranty and Limitation of Liability:** (a) Hahl warrants that the Products sold hereunder will, on the date of delivery, conform to Hahl's standard specifications for such Product. Hahl's warranty obligation is limited to defects of which Hahl is notified in writing within thirty (30) days of the date of delivery and at the option of Hahl, to either (i) Hahl refunding the original purchase price of the defective Product or (ii) Hahl replacing or repairing such defective Product. The remedies described in the prior sentence shall be the sole and exclusive remedy of the breach of warranty contained in this paragraph. No claim shall be allowed for Product that has been processed in any manner or has been damaged as a result of Customer mishandling or improper use.
(b) **EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, HAHL MAKES NO EXPRESS OR IMPLIED WARRANTY (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FROM ANY COURSE OF DEALING OR TRADE USAGE) REGARDING THE PRODUCT.**
(c) **UNDER NO CIRCUMSTANCE SHALL HAHL HAVE ANY LIABILITY FOR LOSS OF USE OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS) TO CUSTOMER OR TO ANY OTHER PERSON, FIRM, COMPANY OR OTHER ENTITY, WHETHER PREMISED IN STATUTE, CONTRACT, TORT, INCLUDING NEGLIGENCE, ACTUAL OR IMPUTED, STRICT LIABILITY, INDEMNITY OR HOLD HARMLESS OR ANY OTHER LEGAL THEORY. CUSTOMER AGREES TO INDEMNIFY AND SAVE HAHL HARMLESS FROM EACH AND EVERY CLAIM, ACTION, OR PROCEEDING, MADE OR BROUGHT BY ANY OTHER PERSON, FIRM, COMPANY OR OTHER ENTITY SEEKING ANY RECOVERY OR RELIEF ARISING OUT OF THE SALE BY HAHL TO CUSTOMER OF THE PRODUCT.**
6. **Intellectual Property:** Hahl warrants that the Products as delivered to Customer do not infringe any United States patent. Hahl shall defend and protect Customer against any suit or proceeding brought against Customer so far as it is based on infringement of a United States patent; provided that Hahl is promptly notified in writing and given authority, information and assistance for the defense of the action. In case the Product is held to constitute an infringement and the use of the Product is enjoined, Hahl shall, at its expense, and at its option, either: (a) procure for Customer the right to continue using the Product (b) replace the Product with non-infringing Product (c) modify the Product so it becomes non-infringing, or (d) remove the Product and refund the purchase price. Hahl shall have no liability for any infringement claim and shall have no duty to defend Customer for any infringement claim, which is based upon: (a) combination by Customer of the Product with other goods (b) modification of the Product by Customer (c) use of the Product in a manner that conflicts with guidance from Hahl or (d) where the infringement claim results from Hahl's compliance with Customer's specifications or requests.
7. **Technical Advice:** With respect to any technical advice furnished by Hahl with reference to the use of the Products, Hahl assumes no obligation or liability for the advice given or the results obtained. Any technical advice furnished shall not constitute a warranty, which is expressly disclaimed, all such advice being given and accepted at Customer's sole risk.
8. **Excusable Delay or Nonperformance:** Hahl shall not be liable for delay or failure in performance due to fires, floods, strikes or other differences with workers, accidents, Product shortages, transportation difficulties, war (declared or undeclared), terrorist activities, riot, government orders or regulations (including Governmental delay in license issuance), pandemics, epidemics, quarantines or other health emergencies, legal interference or prohibitions, commercial impracticability or unexpected events making performance by Hahl more difficult or burdensome than anticipated, defaults on the part of Hahl, or other causes beyond Hahl's reasonable control.
9. **Default:** (a) Hahl may, without prejudice to any other rights it may have, by notice in writing via mail, e-mail or facsimile to Customer, terminate any order if (i) Customer commits any breach of any of the terms of any order with Hahl or (ii) Hahl has a reasonable concern regarding Customer's ability or willingness to pay Hahl or its debts as and when they become due and payable and Customer refuses, or is unable, to provide adequate assurances of performance.
(b) Customer agrees that if Hahl utilizes an attorney or collection service to enforce collection of any amount due and unpaid on an order, Hahl shall be entitled to recover reasonable legal and other collection costs as well as interest as set forth in Section 2.
10. **Open Orders:** Hahl will, on occasion, permit a Customer to submit an open order for Product with one or more anticipated delivery dates specified by Customer. In the event Customer fails to direct that the Product be delivered within six (6) months of the date or dates specified for delivery, Customer must immediately pay Hahl for such undelivered Product and Hahl will, upon receipt of payment, ship such Product to Customer.
11. **Applicable Law:** The rights and obligations of the parties under these Terms and Conditions of Sale shall be governed by the law of the state of South Carolina, without regard to choice of law or conflicts principles of any jurisdiction. CUSTOMER CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS IN LEXINGTON COUNTY, SOUTH CAROLINA FOR ANY CLAIMS CONCERNING PRODUCT SOLD TO CUSTOMER HEREUNDER.
12. **Miscellaneous:** These Terms and Conditions of Sale contain all of the terms and conditions with respect to the purchase and sale of Products sold by Hahl to Customer. No other agreement, order amendment, quotation or acknowledgement in any way purporting to modify any of the terms and conditions is binding upon Hahl unless made in writing and signed by an authorized employee of Hahl. If any term or provision of these Terms and Conditions is found to be invalid, illegal or unenforceable, the Terms and Conditions shall remain in full force and effect and such term shall be deemed stricken and replaced with an alternate term which, to the maximum extent possible, is enforceable and reflects the intent of the parties as set forth herein. These Terms and Conditions benefit solely Hahl and Customer and their respective affiliates and permitted successors and assigns and nothing in the Terms and Conditions confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever. Hahl shall mean Hahl Inc. as well as its parent, affiliates, shareholders, directors and employees.