

TERMS AND CONDITIONS OF SALE

GENERAL. These terms and conditions apply to the sale of all goods by WYKO, Inc. (hereinafter the "Company") and no variation or modification or substitution for these terms and conditions (even though included in or referred to in the document placing the order) shall be binding on the Company unless otherwise specifically accepted by the Company in writing.

DURATION OF QUOTATIONS. The Company reserves the right to withdraw or cancel any quotation or offer without notice at any time prior to the acceptance, and quotations and offers shall be deemed to be withdrawn if not accepted by order from customer within thirty (30) days from the date thereof or such longer periods as is stated in the quotation and are subject to confirmation at the time of acceptance.

PRICE VARIATION. The company reserves the right to vary the price for goods to conform with the Company's prices for such goods as determined by the Company at the date of shipment or to take into account any increase in wages, salaries, or cost of material between the date of order and the date of delivery, or to take account of expenses incurred in or resulting from any modification of design made in accordance with the customer's request or from delays caused by the customer's instructions or failure to give any instructions. Unless specifically stated or agreed to in the contrary, all prices quoted are F.O.B. Company's facility and the customer must bear all cost of insurance, freight charges, unless otherwise specified by the Company. All packing crates and other packing materials are nonreturnable and are included in our quotations.

DRAWINGS, ETC. All specifications, drawings, and particulars regarding weight and/or dimensions submitted by us are approximate only and the descriptions and illustrations contained in our catalogues, price list and other advertising matter are intended merely to present a general idea of the goods described there in, and none of these shall form part of any contract. Only such specifications, drawings and particulars of weights and dimensions as are specifically agreed by us in writing to form part of the contract shall do so. The designs and information concerning the goods and as contained on any drawing which are supplied must not be disclosed to a third party without our consent in writing.

INSPECTION AND TEST. Goods which we manufacture are where practicable, submitted to our standard tests at our plant before shipment. If tests other than our standard tests, or test in the presence of you or your representative are required, these, unless otherwise agreed, must be performed at our plant or at some place nominated by us and may at our options be charged for as extras. If you or your representative fail or unable to attend such tests after being given reasonable notice by us (in any case not more than seven (7) days) that we are ready to carry our test, the tests will proceed in the absence of you or your representative but will be deemed to have been made in your presence. The results of tests not attended by you will be available on request.

All costs and expenses incurred by you or your representative are at your expense.

PERFORMANCE. The Company will accept no liability for failure to attain any standards or performance figures even if quoted by Company, unless it has specifically guaranteed them subject to any tolerances specified or agreed to by the Company. Before the customer becomes entitled to reject the goods as delivered, the Company is to be given reasonable time and opportunity to cure any non-conformance and rectify Company's performance. If the customer is entitled to reject goods, the Company will repay to the customer any sum paid by the customer to the Company on account of the contract price of such goods and the Company shall not be liable for any additional cost, expenses, or charges whether for incidental or consequential damages or otherwise. The customer assumes and warrants that all goods stipulated or designed by it or which it has supplied the specifications are in accordance with an in reliance upon Company's advice.

LIABILITY FOR DELAY. Any times quoted for shipment or delivery are from the date of receipt by the Company of a written order to proceed and all necessary information and drawings to enable the Company to put the work in hand. The time of shipment or delivery shall be extended for a reasonable period of delay of shipment if delivery is caused by instructions or lack of instructions from the customer or by industrial disputes or by any cause beyond the Company's reasonable control. The Company shall not be liable for the consequences of any delays, including any additional costs, expenses or charges whether for incidental or consequential damages or otherwise.

STORAGE. If through instructions or lack of instructions from the customer the Company is not able to ship the goods to the customer within seven (7) days after the date of notifications that they are ready for shipment, the Company shall be entitled to arrange insurance and storage either at its own works or elsewhere on the customer's behalf and the customer will pay the Company its reasonable charge for insurance and storage and shipping, if required.

DAMAGE OR LOSS IN TRANSIT. Customer will assume risk of loss to the goods covered hereby upon delivery thereof to the carrier. Claims for loss or damage in transit must be made by customer to the carrier.

RESALE OF GOODS. Company's warranties and guarantees are made only to buyer. Company makes no warranties or guarantees to buyer's customer or any other person. In the event of the resale or transfer of any of the goods sold hereunder, in whatever form, buyer shall have no authority to make any warranties or guarantees to buyer's customer or any other person on behalf of company. Buyer further agrees to make no such warranty or guarantee on behalf of Company.

PRICE AND PAYMENT. The price quoted is F.O.B. Company's plant and is exclusive of any present or future, Federal, Municipal, or other sales or use taxes with respect to the items sold, excise taxes of any character upon or measured by the receipt from the sale or by the value of the items sold, and taxes in respect to the transportation of the items. If Company is required by applicable law or regulation to pay or collect any such tax or taxes, in respect to any transaction, then the amount thereof shall be added and become part of the price payable by customer.

(A) The whole of the price shall be due on the date on which the Company gives notice that the goods are ready for shipment or failing such notice on the day of delivery. If the customer does not pay the total price within 30 days of the relevant date or on the dates shown on the quotation, interest shall be payable on the amount outstanding for the period beginning with the expiration of the 30 days and ending with the date of payment at the rate of 1% over prime rates.

(B) Payment shall be made at Company's office or at such other place in such currency as the Company may direct.

(C) So long as any payment due to the Company is outstanding, whether under the same contract or any other contract or transaction, the Company shall be entitled to withhold delivery of the goods (even if the property therein has passed to the customer or they have been paid for) or suspend work on any contract. Nothing in these terms and conditions of sale shall be deemed to limit or exclude any remedies available by law to the Company.

(D) The title to the goods to be supplied under the term of this agreement shall not pass to the customer until it has discharged all sums owing by it to the Company whether under the agreement or otherwise until such discharge. The customer shall hold the goods and all manufactured product comprising the goods or any part thereof whether or not sold to another party upon trust for the Company.

FORCE MAJEURE. Company shall not be liable for any delay in delivery or failure to deliver due to any cause beyond the Company control, including but not limited to, fires, floods, strikes, or any other labor disputes, accidents to machinery, acts of sabotage, riots, precedence of priorities granted to the request or for the benefit, directly or indirectly, of the federal or any state government or any subdivision or agency thereof, shortages of material, delays in transportation, or lack of transportation facilities, restrictions imposed by federal, state or other governmental legislation or rule or regulations thereof.

GUARANTEE. If the customer, within six (6) calendar months after placing the goods in service or within one (1) year following receipt thereof by the customer, whichever occurs first (receipt is deemed to be five (5) days later than invoice date) gives written notice to the Company that a defect exists in the goods, the Company shall upon being satisfied by examination that such defects arose solely from faulty material or workmanship make good such defect. All terms, warranties and conditions as to quality, fitness for a particular purpose, WARRANTY OF MERCHANTABILITY or otherwise, whether expressed or implied, statutory or otherwise, are expressly excluded. Insofar as any defective goods or part or parts thereof shall not be repairable at site, the customer shall promptly return the same to the Company, transportation paid except where otherwise agreed. The above guarantee does not extend or apply to the goods or part or parts thereof which shall have been repaired, altered, used or neglected so as in the judgment of the Company (whose decision shall be final) to affect the stability or reliability, nor shall the Company be liable for any defect in the design of the goods made to the customer's specification. The Company give no guarantee in respect of any goods or part or parts thereof, which shall not be manufactured by the Company, but the customer shall in such cases be entitled to the benefit of such guarantee (if any) as shall be given by the manufacturer.

PATENT OR TRADEMARK INFRINGEMENTS. If the goods sold hereunder are to be prepared or manufactured according to customer's specifications (and not part of the Company's standard line offered by it to the trade generally in the usual course of Company business), customer agrees to defend every suit or claim for alleged infringement brought against Company and to indemnify Company against any losses, damages, and expenses, including any attorney's fee arising from such alleged infringement.

CANCELLATION OR ALTERATION. Once production or tooling has commenced, buyer cannot alter or cancel any order without Company's consent. For any order altered or cancelled with Company's consent, buyer must pay for all expenses incurred and work executed up to the time Company has consented to such alteration and cancellation.

INDEMNIFICATION. Customer agrees to indemnify and hold harmless the Company from all losses of every kind, whether for personal injury or property damage, arising out of or connected with the sale or use of any products manufactured or assembled by Company, if the specifications or requirements for the manufacturing or assembling were furnished to Company by customer.

APPLICABLE LAW. Any clause required to be included by any applicable law or by any administrative regulation having the effect of law is hereby incorporated herein.