

TERMS AND CONDITIONS OF SALE

By submitting a purchase order to Metal Textiles Corporation, every purchaser agrees that the following terms and conditions will govern the sale by Metal Textiles Corporation ("Seller").

1. CONFIDENTIALITY: — All information contained within this quote and related proposals is considered to be confidential, and bound by our confidentiality agreement.

2. TOOLS AND DIES: — If prices are quoted on tools and dies, it is understood that inasmuch as the price is only part of Seller's cost and the tools and dies are designed for use in Seller's own machines in connections with other equipment Seller already has, this price is not a sale price but is quoted with the understanding that the tools or dies are to be Seller's property.

3. TAX: — Any Tax, Excise, Duty or Levy now or hereinafter imposed by any State, Federal, Municipal or Foreign Government Agency, shall be paid by the Purchaser.

4. COMPLIANCE: — The Purchaser agrees to comply with all US Export rules and regulations

5. INDEMNITY: — The Purchaser will protect and indemnify the Seller against all claims for damage or profits arising from infringement of patents, designs, copyrights and trade names with respect to all goods manufactured, whole or in part to, Purchaser's specification.

6. CREDIT APPROVAL: — Acceptance of order and deliveries thereof, shall at all times be subject to the approval of Seller's Credit Department. Unless specially prohibited, Seller will be permitted, without charge, to print Seller's name, trademark, and address on the face of all merchandise manufactured by Seller for the Purchaser.

7. PRICES: — Prices quoted are for immediate acceptance, unless otherwise specified.

8. EXCEPTIONS: — The Seller shall not be liable for failure in shipments of delivery caused by fires, strikes, differences with employs, casualties, delay in transportation, shortage of cat or other causes beyond the Seller's control.

9. DELIVERY PROMISES: — All delivery promises will be calculated from the date of receipt of the order and final approval by the customer of any necessary blueprints, sketches, specifications and information required or the identification and production of the material covered by the order.

Quotations are based on Seller's conception of the drawings and sketches presented; maintaining the dimensions specified inside or outside, but not both. Purchaser's alteration of details of this conception for production voids the quotation made herein.

10. GUARANTEE: — Seller's products are guaranteed against defects in material and workmanship and will be subject to replacement or correction, only when returned with Seller's permission within Thirty Days of receipt of merchandise. Under no circumstances will any claims be allowed for any expense incurred by the use of such products for any purpose whatsoever.

11. ITAR & EXPORT CONTROLS – The Purchaser agrees to comply with all US Export rules and regulations. PRIOR TO SHIPMENT, A SIGNED METAL TEXTILES CORPORATION "WRITTEN ASSURANCE OF COMPLIANCE WITH UNITED STATES EXPORT CONTROLS" MAY BE REQUIRED.

12. ERRORS: — Seller reserves the right to correct clerical and typographical errors.

13. TERMS OF THE PAYMENTS:

All amounts due hereunder are earned upon receipt of shipment or the merchandise. All payments are payable within 30 days from date of invoice unless otherwise set forth herein or agreed to by Seller in writing. In the event in Seller's sole judgment, based upon the financial condition or credit history of Customer, Seller determines that it should not allow any credit to Customer, Seller may require payment (whether in whole or in part) in advance, at the time the merchandise is received or may otherwise adjust the payment terms, including, but not limited to ceasing to supply Customer. Customer acknowledges that all payments shall be made without abatement, deduction, discount or setoff. Late payments are subject to a late fee equal to an interest rate of 2.5% per month on the outstanding balance which will be determined from the date the shipment is received, provided however at no time shall the late fee be higher than the highest interest rate permitted under applicable law. In addition to other Seller remedies Customer shall be required to reimburse Seller for all costs and expenses related to collection of past due amounts (inclusive of attorneys' fees and court costs).