



ORDERING INFORMATION

Terms and Conditions of Sale

1. ORDER OF PRECEDENCE

- a) These Terms and Conditions Of Sale and any attachments hereto take precedence over Buyer's additional or different terms and conditions. Neither Daico Industries, Inc. commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions.
- b) This agreement and any attachments constitute the entire understanding between the parties and supersede any previous communication, representations or agreements, 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 representative of each party.

2. PAYMENT TERMS

Buyer shall pay all invoices under this agreement within thirty (30) days from date of invoice. Daico Industries, Inc. reserves the right to change the payment terms provided herein, when in Daico Industries, Inc. opinion the financial condition or previous payment record of buyer so warrants that Daico Industries, Inc. the right to assess, and buyer accepts the obligation to pay, interest on delinquent balances at the maximum rate allowed by law, or at such lower rate as Daico Industries, Inc. may at its discretion, determine.

3. PRICE

- a) Unless otherwise stated in writing by Daico Industries Inc. on each specific quotation, all prices quoted expire thirty (30) days after the date of quotation.
- b) All prices quoted are exclusive of any brokerage fees and present or future sales, revenue or excise tax, import duty, or other taxes applicable to the manufacture or sale of any product. Buyer agrees to pay such brokerage fees and separate items on Daico Industries, Inc. invoice. Buyer agrees to provide Daico Industries, Inc. with valid resale or exemption certificate for the products purchased for resale or exempted from taxation, as appropriate.

4. DELIVERY

- a) All prices are F.O.B. Daico Industries, Inc. plant (unless otherwise agreed in writing). Buyer will pay all transportation charges.
- b) Normally Daico Industries, Inc. will ship in accordance with Buyer's shipping instructions. In the absence of specific instructions or if Buyer's instructions are deemed unsuitable, Daico Industries, Inc. reserves the right to ship by the most appropriate method.
- c) Title to the products and risk of loss and damage shall pass to the Buyer:
 - (i) When the F.O.B. point is Daico Industries, Inc. plant, upon delivery to a common carrier; if there be no common carrier, upon delivery to Buyer.
 - (ii) When the F.O.B. point is Destination, upon tender at that destination.

5. PACKING

All Products shall be packed, if appropriate, for shipment and storage in accordance with standard commercial practices unless otherwise specifically directed in the schedule of the contract.

6. CHANGES AND CANCELLATIONS

Buyer may be subject to an additional charge for the cancellation or a delay in delivery of products any time after an order is received by Daico Industries, Inc., should such cancellation or delay be caused by the Buyer.

7. WARRANTY

Daico Industries, Inc. products are warranted against defects in material and workmanship for a period of one year from the date of shipment. Daico Industries, Inc. will repair or at its option, replace products that prove to be defective in material or workmanship under proper use during the warranty period. This warranty extends only to Daico Industries, Inc. Buyers.

NO OTHER WARRANTIES ARE EXPRESSED OR IMPLIED AND DAICO INDUSTRIES, INC. SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

A Return Material Authorization (RMA) number must be obtained from Daico Industries, Inc. prior to the return of any material deemed defective or otherwise.

8. FORCE MAJEURE

Daico Industries, Inc. shall not be liable for any cost, damage or penalty relating to shipment delays beyond the reasonable control of Daico Industries, Inc. which affect Daico Industries, Inc. or any Daico Industries, Inc. suppliers, including but not limited to delays caused by: natural disasters; acts of war; acts or omissions of Buyer; fire, strike, riot or government interference; unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates; failure or destruction of plant or equipment arising from any cause whatsoever; or transportation failures. The anticipated delivery date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.

9. CONFIDENTIAL INFORMATION

No information shall be deemed to be given or received in confidence by either parties unless, and to the extent, it is covered by a separate agreement.