

**TERMS AND CONDITIONS OF SALE**  
**CASTLE MOLD & TOOL, INC.**

1. **Payment Terms:** Payment terms for standard tooling is Net 10 Days, unless otherwise agreed by Castle Mold & Tool, Inc. in writing.

Payment terms for molds shall be as stated in the Quotation.

2. **Warranty:** The Seller warrants to the original Buyer that the products manufactured by Seller are free of defects in material and workmanship. If Buyer notifies Seller within 30-days of any such defects (the "warranty period"), and returns the products to Seller, Seller shall, at its option, repair the products or replace them with products of comparable value. In either case the warranty period for the repair to replace parts shall extend after the date of the repair or replacement for time equal to the original warranty period. If Buyer does not notify Seller of such defects, whether patent or latent, within the warranty period, Seller shall have no further liability or obligation to Buyer therefore. In no event shall Seller's liability under this warranty exceed the original purchase price of the products which are the subject of a proper notice of defects.

The express warranty set forth above are the sole warranties given by manufacturer and shall extend only to the original purchaser. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE ARE EXCLUDED FROM THIS CONTRACT. The remedies provided in the express warranties are the sole and exclusive remedies of the original purchaser.

3. **Limitation of Remedies and Liabilities:** UNDER NO CIRCUMSTANCES SHALL CASTLE MOLD & TOOL HAVE ANY LIABILITY WHATSOEVER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWSOEVER CAUSED OR ARISING (INCLUDING CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), such as, but not limited to, loss of profit or revenue, loss of use of the product or any part thereof; cost of capital; cost of replacement equipment; or claims resulting from contracts between Buyer, its customers and/or suppliers. Unless expressly provided for herein, in no event shall Castle Mold & Tool assume responsibility or liability for (a) penalties, penalty clauses or liquidated damages clauses of any description, (b) certifications or (c) indemnification of Buyer or others for costs, damages or expenses arising out of or related to the product or part thereof.

4. **Patent Indemnity:** To the extent that our product or any part thereof is supplied according to specifications and designs furnished by Buyer, Buyer agrees to defend any suit or proceedings brought against Castle Mold & Tool, Inc. and pay all costs and damages awarded against Castle Mold & Tool, Inc. provided that:
  - (a) The suit or proceeding is based upon a claim that the product or part thereof is an infringement of any claim of a presently existing U.S. Patent; and
  - (b) Buyer is notified promptly and given information assistance (at Buyer's expense) and the authority to defend the suit or proceeding.
5. **Shipping:** Shipping of all products sold under this contract shall be at the expense of Buyer unless otherwise agreed in writing by Castle Mold & Tool, Inc.
6. **Shipping Schedule:** The shipping schedule is our current estimate of delivery dates, and we agree to use reasonable efforts to comply with the schedule.
7. **F.O.B. Point and Pricing:** Products are sold F.O.B. point of origin. Any applicable or additional taxes may be invoiced at a later date. Buyer modifications to the quotation may affect price and delivery. Following acceptance of this quotation, any technical, quantity, delivery or other change requested by Buyer shall be in writing and shall be construed as a request to renegotiate the contract without prejudice to the rights of Castle Mold & Tool under the contract. This quotation is based on the present cost of materials. Buyer shall pay Castle Mold & Tool for any increase in cost of materials purchased by Castle Mold & Tool to fulfill this contract. Any special packaging requirements, source inspection by the Buyer on Castle Mold & Tool property, or other requirements not expressly provided for shall be subject to additional charges by Castle Mold & Tool.
8. **Cancellation:** In the event that Buyer cancels this contract following acceptance of this Quotation, Buyer agrees to pay Castle Mold & Tool, Inc.'s expenditures for raw materials, unamortized tooling, labor incurred, handling and overhead, and for all work completed to date and in progress but not yet delivered to Buyer plus a cancellation charge of 10% of the contract amount not to exceed the contract price.
9. **Acceptance of Orders:** Acceptance of this Quotation may be by any reasonable and customary communication. No inconsistent terms in Buyer's purchase orders, such as quantities, deliveries or inconsistent printed text will have any force or effect unless specifically agreed to in writing by Castle Mold & Tool, Inc.

10. **Force Majeure:** Castle Mold & Tool, Inc. will not be liable for any delay in the performance or nonperformance which is due to war, fire, flood, acts of God, acts of third parties, acts of governmental authority or any agency or commission thereof, accident, breakdown of equipment, differences with employees or similar or dissimilar causes beyond Castle Mold & Tool, Inc.'s reasonable control including, but not limited to, those interfering with production, supply or transportation of products, raw materials or components or Castle Mold & Tool, Inc.'s ability to obtain, on terms Castle Mold & Tool, Inc. deems reasonable, material, labor, equipment or transportation.
11. **Assignment:** Neither party may assign this Agreement without the written consent of the other party, except that we may assign this Agreement to a third party that acquires substantially all of our assets, or we may assign the flow of funds arising out of this Agreement.
12. **Engineering:** Unless buyer has specifically contracted with us to provide engineering services, we retain full ownership and control of all ideas, inventions, designs and drawings that we develop in connection with manufacture and supply of the products. The results of our engineering design and development, including for example, 3-D models, mold design details and CAD files, will NOT be furnished to Buyer.
13. **Special Tooling and Engineering:** Any tooling or engineering developed in support or execution of the quotation or purchase order remains the property of Castle Mold & Tool unless expressly agreed to in writing. This might include product and mold designs, concepts and sketches, special tooling, fixturing or processes.
14. **Merger Clause:** This Agreement entirely supersedes any prior oral representations, correspondence, proposal, quotation, or agreement. This writing constitutes the final and total expression of such agreement between the parties, and it is a complete and exclusive statement of the terms of that agreement.
15. **Governing law:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The parties hereby agree that jurisdiction of any dispute arising under this term and contract shall be in the Court of Common Pleas of Lawrence County, Pennsylvania.
16. **Government Clauses and Contracts:** No government contracts, regulations or clauses shall apply to the goods of this order or bind Castle Mold & Tool, Inc. unless specifically agreed in writing by an authorized representative of Castle Mold & Tool, Inc.