

TERMS AND CONDITIONS

1. This document sets forth the terms and conditions on which Multilane, N.A. (the "Company") will enter into a contract to supply goods or services. This is not a contract, and the Company shall not be liable for any contractual obligations until the Company and its customer (the "Purchaser") have entered into a written contract.
2. Any contract entered into by the Company with the Purchaser shall incorporate these Terms and Conditions. by the Company, which writing shall state that its purpose is to modify or amend these Terms and Conditions.
3. All contracts entered into by the Company shall be deemed to have been entered into in California, and shall be construed in accordance with the laws of the State of California, without regard to the conflicts of law principles thereof.
4. All prices are subject to: (i) change, without prior notice to the Purchaser, at any time before the Company enters into a written contract; (ii) the correction of stenographic, arithmetical, or clerical errors; and (iii) adjustment as a result of an increase in the price of raw materials, wages or taxes.
5. In addition to the price(s) set forth in the contract between the Company and the Purchaser, the Purchaser agrees to pay all applicable sales, excise, or use taxes for which the Company may be liable.
6. The Purchaser will be liable for such nonrecurring engineering charges as are specified in the written Contract between the Company and the Purchaser. Such charges are intended to reimburse the Company in whole or in part for tools and fixtures that are dedicated to the work required by the Contract. Such charges do not confer on the Purchaser any right or claim with respect to such tools or fixtures, or with respect to their use or disposition, and upon completion of the work the Company may dispose of the tools or fixtures as it sees fit. There will be no charge for upkeep or repair of tools and fixtures.
7. The terms of sale shall be net due in 30 days.
8. A 10% over-run or under-run on orders shall be allowed.
9. Articles produced by the Company shall fall within commercial tolerances established by industry practice.
10. The method of shipment and the insurance valuation for all articles shall be determined by the Company.
11. Any claim that the Company has shipped an incorrect quantity or that an article manufactured by the Company does not meet contract specifications must be received by the Company, in writing, within ten days of the Purchaser's receipt of the article. Any claim submitted after ten days shall be null and void. Upon receipt of a claim, the Company may, at its sole option, (i) inspect the articles at the Purchaser's premises, or (ii) request return of the articles to the Company's plant for inspection. Whether or not a claim is allowed, the Purchaser shall hold the Company harmless, and shall indemnify the Company, for any costs, fees or damages for which the Company may become liable arising from or out of the use of the articles.
12. No articles may be returned to the Company without the Company's written authorization.
13. Any claim relating to damage during shipment shall be made to the delivering carrier in accordance with such terms and procedures as the carrier shall specify, and the articles and packaging retained for inspection by the delivering carrier.
14. The Purchaser assumes full responsibility for, shall bear all the expense of, and shall hold the Company harmless with respect to any suit, claim, or damages arising from, or out of any liability arising out of, or in connection with, any article manufactured to the Purchaser's design or specification, or designed by the Company to meet the Purchaser's requirements.
15. The Company has prepared terms and conditions for Blanket Orders, under which it will agree to manufacture a specific quantity of articles and ship them according to a schedule established by the Purchaser. The Company's terms and conditions for Blanket Order, if applicable, are appended hereto and incorporated herein by reference.
16. If the Purchaser ceases to operate in the normal course of business (including, but not limited to, the Purchaser's inability to meet its obligations as they mature, or if Purchaser becomes a party to any voluntary or involuntary insolvency proceedings, or a receiver for the Purchaser is sought or appointed), the Company may, at its sole discretion and without any liability whatsoever, immediately terminate any contract with the Purchaser, cancel any order placed by the Purchaser, or order the return by a carrier of articles in transit from the Company to the Purchaser. Exercise of this right shall not constitute a waiver of any other rights or remedies the Company may have at law or in equity.
17. If an article purchased by the Purchaser from the Company is defective then the Company will, at its option, repair or replace the article without charge on the following terms and conditions: (i) that the Company received actual notice of such defect or deficiency within one (1) year of the date on which the article was delivered to the Purchaser (or, if the defects are visible or obvious, within fourteen (14) days of delivery); (ii) the customer must have examined the articles immediately upon delivery and have notified the delivering carrier of any damage to the articles during shipment; (iii) the defective products are maintained in the condition they were in when the defect or deficiency was first identified; and (iv) the article has been used, operated and installed in accordance with Company instructions, and has not otherwise been used, operated or installed improperly or incorrectly. EXCEPT AS SET FORTH HEREIN THE COMPANY HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.