

GBC / G2K TERMS AND CONDITIONS PARTS SALES

1. GENERAL

The Terms and Conditions outlined herein shall apply to the sales of parts by GBC Inc. (hereinafter referred to as Company). No additional or contrary terms shall be binding upon the Company unless agreed to in writing.

2. SCHEDULE DATES & DELAYS

Schedule dates are approximate and neither party shall be liable for loss, damage, detention or delay due to war, riots, civil insurrection, fire, flood, strike or other labor difficulty, acts of civil or military authority including governmental laws, orders priorities or regulations, acts of the other party, embargo, car shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from the usual sources, faulty forgings or castings or other causes beyond the reasonable control of such party.

Should the Purchaser request special shipping instructions, such as exclusive use of shipping facilities, including air freight when common carrier has been quoted, and before a charge to the order is received by the Company, the additional charges will be honored by Purchaser.

3. TAXES

The prices provided for herein do not include any present or future Federal, State, Municipal sales, use, excise, gross receipt, property, or other similar type tax with respect to any material or equipment covered hereby. If the Company is required by applicable law or regulation to pay or collect any such type tax or taxes on account of this transaction or the material or equipment covered hereby, then such amount of tax shall be paid by the Purchaser in addition to the prices herein provided for.

4. WARRANTY

The Company warrants that parts manufactured by it will be as specified and will be free from defects in materials and workmanship. The Company's liability under this warranty shall be limited to the repair or replacement of any part FOB point of shipment which was defective at the time of shipment, provided the Purchaser notifies the Company in writing of any such defect promptly upon discovery, but in no event later than six (6) months from the date of shipment of such part by the Company.

Warranties applicable to material and equipment supplied by the Company but wholly manufactured by others shall be limited to the warranties extended to the Company by the manufacturer which are able to be conveyed to the Purchaser.

The Company makes no performance warranty and the effects of corrosion, erosion and normal wear and tear are specifically excluded from the Company's warranty.

THE COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

5. LIMITATION OF LIABILITY

The remedies of the Purchaser set forth herein are exclusive, and the liability of the Company with respect to this order may not exceed the purchase price of the part upon which such liability is based.

The Company and its suppliers shall in no event be liable to the Purchaser, any successors in the interest of any beneficiary of this order for any consequential, incidental, indirect, special or punitive damages arising out of this order or any breach thereof whether based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or nonoperation, increased expenses of operation, cost of purchase of replacement power or claims of Purchaser or customers of Purchaser for service interruption, or for any cause not enumerated herein whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

6. NUCLEAR LIABILITY

In the event that the parts sold hereunder are to be used in a nuclear facility, the Purchaser shall, prior to such use, arrange for insurance or governmental indemnity, protecting the Company against liability and hereby releases and agrees to indemnify, hold harmless, pay all costs of defense of Company in the event that a legal proceeding is brought against the Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due in whole or in part to the negligence or otherwise of the Company or its suppliers.

CREDIT TERMS

1. All accounts are subject to credit approval and account limits. Payment is due 30 days from date of invoice, unless otherwise noted on invoice.
2. An interest charge of 1.50% per month (annual rate equals 18.0%) will be added to past due accounts. If collection proceedings are necessary, Purchaser agrees to pay all costs of collection including reasonable attorney fees and court costs.