

Dorstener Wire Tech, Inc. (DWT) Sales Terms & Conditions

GENERAL - These terms and conditions represent complete agreement of the parties and shall be binding upon Dorstener Wire Tech, Inc. unless made in writing and signed and approved by an officer of DWT. No modification of any terms shall be changed by DWT's shipment of goods following receipt of buyers purchase order, shipping request or similar forms containing printed terms and conditions additional to or in conflict with DWT's terms. A written acceptance of order will be provided at buyer's request. Shipment of goods without written price verification does not constitute acceptance of the price contained in the order. All Orders shall be governed by and construed in accordance with the laws of the State of Texas, especially the Uniform Commercial Code thereof.

1. **PAYMENT TERMS** - With approved credit, payment terms are Net 30, with a carrying charge of 1.25% per month for payments received after 30 days. DWT reserves the right to require advance payment for goods if the financial condition of Buyer so warrants as determined by DWT. If buyer fails to make payment in accordance with terms of this agreement, or fails to comply with any provisions hereof, DWT may, at its option (and in addition to other remedies), cancel any unshipped portion of this order. Buyer will still remain liable for all unpaid accounts.
2. **TAXES** - Prices do not include taxes. Taxes are paid by buyer upon invoice unless Buyer provides a valid exemption certificate acceptable to the taxing authority or unless DWT is forbidden by law from collection of said taxes.
3. **PACKAGING** - Buyer must submit special packaging request at time of quotation. Unless provided prior to quotation, DWT will comply with standard packing for the method of transportation selected. The cost of all special packaging, loading or bracing requested by buyer will be paid for by buyer.
4. **TRANSPORTATION** - Unless provided, DWT will use its judgment in determining carrier and routing. In any case DWT will not be liable for any delays or excessive transportation charges resulting from its selection. In certain cases DWT receives discounts from freight carriers and at its discretion can pass along discounts to the buyer, but DWT can also elect to charge the list price for carrier's service. DWT is in no way obligated to pass along discounts it has earned from carriers. DWT may also add a handling fee for the cost of handling shipments. Buyer can elect to send shipments freight collect but must be specified on the order.
5. **PRICE** - Prices, including any transportation charges, are subject to change without notice unless specifically designated as firm for a specific period pursuant to a written quote or written sales contract. All prices and deliveries are FOB shipping point unless otherwise agreed in writing.
6. **QUOTATION**: DWT can provide quotations verbal, or in writing via e-mail, fax or US Mail. Price and delivery are subject to prior sale on all quotations.
7. **RETURN OF PRODUCTS** - If quality is disputed, contact DWT immediately. DWT will decide if goods can be returned, and your claim is valid. Buyer must have a valid RMA number from DWT to return any goods. Any and all goods returned without a RMA number will be returned to Buyer at buyer's expense and buyer agrees to pay DWT's original invoice and any subsequent invoices related to non valid returns in full. Buyer has ten (10) days from the date of receipt of shipment to request an RMA number. Orders cannot be canceled except upon the written approval of DWT.
8. **SUBSTITUTION** - DWT reserves the right, without prior notification, to substitute an alternative product of like kind, quality and function. If buyer cannot accept a substitute, buyer must specifically declare that no substitution is allowed when the buyer requests a quote, or places an order.
9. **TITLE AND RISK OF LOSS** - Delivery to carrier shall constitute delivery to buyer. Risk of loss or damage shall pass to buyer at this time. Any claim of buyer relative to damage during shipping or delivery should be made directly to the carrier. Any claims by buyer against DWT for shortage or damage occurring prior to such delivery to carrier must be made within five (5) days after receipt of the goods and accompanied by original transportation bill signed by carrier and buyer noting that carrier received the goods from DWT in the condition claimed. Photo's of Damage and notes must be made on Bill of Lading describing damage. Notwithstanding passage of the risk of loss to Buyer, title and right of possession to the goods sold hereunder shall remain with DWT until all payments hereunder, including deterred payments evidenced by notes or otherwise, interest, carrying charges, and attorneys' fees, shall have been made.
10. **FORCE MAJEURE** - Dorstener Wire Tech Inc. shall not be liable for failure to perform its obligations resulting directly or indirectly from or contributed to by acts of God; acts of Buyer, civil or military authority, including wage and price controls; fires; war; riot; delays in transportation; lack of or inability to obtain raw materials (including energy sources), components, labor, fuel or supplies; or other circumstances beyond DWT's reasonable control, whether similar or dissimilar to the foregoing. If DWT should elect to at any period of shortage due to any of said causes, allocate its supply of such raw materials among its various users thereof in any manner which DWT deems fair and reasonable. In no event shall DWT be liable for special or consequential damages for any delay for any cause.
11. **REASONABLE ATTORNEY'S FEES** - In the event suit or other proceedings shall be brought for the recovery of the purchase price, or any unpaid balance, or the breach by buyer of any term herein contained, buyer shall pay to Dorstener Wire Tech in addition to any damages proved by law, reasonable attorney's fees and costs of collection.
12. **LIABILITY** - Dorstener Wire Tech, Inc. shall not be responsible, obligated, or liable for any injury or damage resulting from an application or use of its products, either singularly or in combination with other products, arising out of acceptance of this order. DWT shall have no liability for errors in quantity delivered unless claim is made by buyer within five (5) days after receipt of shipment. If such timely claim is made by buyer, and the claim is deemed valid by DWT, Dorstener Wire Tech may fulfill its

responsibility by either shipping the quantity necessary to make good the deficiency, or credit buyer with the invoice price of the deficiency.

13. **WARRANTY** - All goods sold by DWT are warranted to buyer to be free from defects in material and workmanship, and manufactured in accordance with industry standards. The foregoing warranty is non-assignable and in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied by operation of law or otherwise including but not limited to any implied warranties of merchantability or fitness. No agent, employee, or representative of DWT has any authority to bind DWT to any representation, affirmation, or warranty concerning the goods and any such representation, affirmation, or warranty shall not be deemed to have become a part of the basis of this agreement and shall be unenforceable. Any claimed defect in material or workmanship shall be deemed waived by Buyer unless submitted to DWT in writing within five (5) days from the date the goods are received by buyer. Dorstener Wire Tech Inc. shall not be liable under the foregoing warranty if any loss or damage is caused by improper application or use of the goods.
14. **REMEDIES AND LIMITATION OF LIABILITY** – Dorstener Wire Tech, Inc. shall not be liable for incidental or consequential losses, damages, or expenses arising directly or indirectly from the sale, handling or use of the goods, or from any other cause relating thereto. Dorstener Wire Tech's Inc.'s liability, in any case, including for claims of breaches of warranty or negligence is exclusively limited, at Dorstener Wire Tech, Inc.'s option, to the replacement of goods not complying with this agreement, the repayment of, or crediting buyer with, an amount equal to the purchase price of such goods, or repairing or arranging for repair of the goods. The remedies contained in this paragraph constitute the sole recourse of buyer against Dorstener Wire Tech, Inc. for breach of any whether of warranty or otherwise. As long as Dorstener Wire Tech Inc. makes a good faith effort to rectify any breach, the remedies provided for herein shall be deemed satisfied.
15. **SELECTION** - Buyer represents that the goods sold hereunder are fit for their actual or intended use and that buyer placed no reliance on DWT skill or judgment in selecting suitable goods or materials or in the design of suitable goods and materials. Buyer will defend, indemnify and hold harmless Dorstener Wire Tech, Inc and its successors, assigns and subsidiaries from and against all costs (including attorney's fees), damages and liabilities resulting from actual or alleged claims.