APPLICABILITY. These Terms and Conditions of Sale (these “Terms”) are the only terms and conditions on which SCREW LLC OR IT’S DIVISIONS ("Seller") to buy (“Buyer”) and supersede all other terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms.

ENTIRETY OF THESE TERMS REPRESENT THE FINAL AND COMPLETE UNDERSTANDING OF THE PARTIES AND MAY BE AMENDED OR CANCELED ONLY BY WRITTEN AGREEMENT SIGNED BY BOTH PARTIES. ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS. ANY PROPOSAL FOR ADDITIONAL OR DIFFERENT TERMS OR ANY AMENDMENT OR MODIFICATION OF THESE TERMS REQUIRE WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.

PRICES. Prices quoted are based on the price at the time of quotation and are subject to change without notice. Clerical errors are subject to correction.

TAXES. Seller does not include any sales, use, excise, privilege, or other taxes or assessments now or hereafter imposed or levied by or under the authority of any federal, state, or local law, rule, or regulation concerning the Goods sold hereunder or the manufacture or sale thereof. If Seller pays any such taxes or assessments, Buyer shall, upon demand, immediately reimburse Seller for such amounts.

TERMS OF PAYMENT. All payments are due net 30 days from date of invoice. All orders are subject to acceptance in writing by Seller. No discounts shall be taken unless specifically allowed in writing by Seller. All amounts due from Seller to Buyer shall be paid without abatement, deduction, or setoff. The date of the execution of a contract or invoice shall be the date the payment is received by Seller at the location designated in the invoice. Invoices not paid when due are subject to a late payment service charge of the lesser of 1.5% per month or the highest rate permitted under the law, calculated daily and compounded monthly. Seller shall not be liable for the late payment service charge. Buyer shall be liable for all costs and expenses related to collection of past due amounts, including, without limitation, attorneys’ fees and costs. If, in Seller’s judgment, the financial condition of Buyer does not justify continuance on the terms of payment above, Seller may require full or partial payment or other security or other or other reasonable terms and conditions of sale to protect itself.

FREIGHT. Unless agreed by Seller in writing, all shipments shall be F.O.B. Origin. Risk of loss or damage to Goods shall pass to Buyer upon delivery to Buyer, to its designated agent, or to a carrier for delivery to Buyer, whichever occurs first.

DELIVERY. Shipping and delivery dates are estimates and are based upon prompt receipt of all necessary information from Buyer. Delays in securing Buyer’s approval of any matter shall, at Seller’s discretion, extend the date of delivery. Seller shall not be liable for any claim, Loss, expense, or damage of any kind whatsoever for delays, loss or damage during transit.

INSPECTION. Buyer shall inspect the Goods upon arrival, and Buyer shall immediately notify Seller in writing of any claims that the Goods do not conform to Seller’s warranty for such Goods. Failure to give such written notice during such period will constitute satisfaction of all representations by Seller by Buyer.

BLANKET ORDERS. All Goods ordered under a blanket order must be delivered within the agreed-upon time frame, which shall not exceed one year from the date of the blanket order, and shall be delivered in the agreed-upon release quantities.

CHANGES. Changes in specifications or designs relating to any products, changes in delivery schedules or reschedules or cancellations of orders are not permitted unless Seller has accepted same in writing, has determined the additional charge to be made, if any, and the same has been paid by the Buyer.

RETURN OF GOODS. Goods may be returned without prior written authorization by compliance with Seller’s return policies and procedures. Returns to return Goods must be made within 10 days after receipt of Goods by Buyer. Goods must be in like-new condition, in their original packaging and able to be returned to stock. Goods that are made to order or custom ordered are non-returnable for credit. Returns are subject to a 20% restocking fee and must be shipped prepaid.

STORAGE. In the absence of agreed shipping dates, Seller shall have the right to invoice Buyer and ship the Goods once they are ready for shipment. If, because of Buyer’s inability to take delivery, the Goods are not shipped, stopped in transit or returned, Seller may have them stored for Buyer at Buyer’s expense, risk, and account. In such case, risk of loss shall pass to Buyer when the Goods are placed in storage, and the date the Goods are placed in storage shall constitute the date of shipment for purposes of beginning the warranty period.

LIMITED WARRANTIES. Seller warrants the Goods in accordance with its written limited warranty in effect from time to time and if there is none, then Seller warrants that the Goods will be free from defects in material and workmanship for a period of 12 months from the date of shipment. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, MADE NO OTHER EXPRESS WARRANTIES AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Buyer notifies Seller in writing within the warranty period that the Goods are not in conformity with the applicable warranty, and if Seller determines, after appropriate tests and inspection, that such Goods or part thereof are non-conforming, Seller will repair or replace, at its sole option, F.O.B. point of manufacture, the defective Goods or any part thereof, provided Buyer pays Seller all reasonable costs, including reasonable attorneys’ fees and costs, of removing and replacing the defective Goods or any part thereof. Seller’s warranty does not attach to Goods or parts thereof which are repaired or replaced by Seller. Buyer will promptly notify Seller in writing of any claim that the Goods or any part thereof infringe any patents or other rights of any person. If Buyer notifies Seller in writing that Buyer believes Buyer is entitled to any recovery (collectively, “Losses”), including death or injury, arising out of or relating to (a) Buyer’s or its agents provided specifications, structure, operation, material, method of making Goods or other directions including, without limitation, any resulting violation of intellectual or proprietary rights; (b) Buyer’s use, misuse or disposal of Goods or materials; (c) non-compliance with any federal, state, or local law or regulation; and (d) breach of these Terms. Buyer, at its own expense, will defend, indemnify and hold Seller harmless against all losses, which Seller may incur or become liable to pay which relate to or in any way arise out of Goods subjected to: (i) improper installation or storage; (ii) accident, damage, abuse or misuse; (iii) abnormal operating conditions or applications; (iv) operating conditions or applications exceeding the ratings of the Goods; (v) performance of the Goods made to all or part of the Goods without the prior written consent of Seller; or (vi) a use or application other than or varying in any degree from the specifications and Seller’s instructions.

PATENTS. Except as provided in Section 14, with respect to Goods manufactured in accordance with specifications or directions provided by Buyer, and provided Buyer maintains all payments due, Seller shall defend, at Seller’s expense, any suit or proceeding brought against Buyer based upon any claim that the Goods or any part thereof infringe any United States patent issued as of the date of Seller’s shipment and shall pay any damages or costs awarded in a suit or proceeding brought against Buyer based upon any claim that Seller is notified promptly in writing of such claim and is given full authority, information and assistance by Buyer to defend or settle the suit. If the Goods or any part thereof are deemed to infringe any such patent, Seller, shall, at its expense and sole option either: procure for Buyer the right to continue using said Goods or part; replace them with non-infringing Goods or parts; modify them so they become non-infringing; or remove them and refund the depreciated purchase price for them.

TOOLING. Any tools, jigs, dies, patterns, etc. (collectively, “Tooling”), which Seller owns, makes or acquires for the production of Goods for Buyer shall be and remain Seller’s property, notwithstanding any charge Seller may have made therefor. In no event shall Buyer have any interest in any Tooling which is utilized in the production of Goods, or which has been converted or adapted by Seller for such use, notwithstanding any charge for such utilization, conversion or adaptation.

CONFIDENTIALITY. All non-public, confidential or proprietary information of Seller is confidential, solely for the use of performing hereunder and may not be disclosed, used or copied unless authorized in advance by Seller in writing.

FORCE MAJEURE. Seller shall not be liable for any delay in or failure to perform due to any cause, matter or contingency beyond its reasonable control.

TERMINATION. Seller shall have the right to cease work or terminate these Terms or any purchase order, in whole or in part, at any time, without liability, if (i) Buyer is in breach of any of these Terms, (ii) Buyer is unable to provide Seller with adequate assurance within ten days after written request therefore by Seller. Seller’s right to cease work or terminate under this section is not an exclusive remedy. Seller shall be entitled to all other rights and remedies it may have at law or in equity. No termination shall affect accrued rights or obligations of either party as of the effective date of such termination.

WAIVER. All waivers by Seller shall be in writing. Failure of Seller at any time to require Buyer’s performance of any obligation hereunder shall not affect Seller’s right to require performance of that obligation. No delay or omission in the exercise of any right, power, or remedy hereunder shall impair or affect such right, power, or remedy or be considered to be a waiver of any default or acquiescence therein.

Miscellaneous. Buyer shall not assign any of its rights or obligations hereunder without Seller’s prior written consent. Buyer shall comply with all applicable laws. These Terms are subject to change at any time and shall always be in accordance with the laws of the State of North Carolina without regard to any rules on conflicts of laws. Provisions which by their nature shall survive will remain in force after any termination or expiration. The section headings contained herein are not part of these Terms and are included solely for the convenience of the parties.