

**GMP INVOICE**  
**TERMS AND CONDITIONS**

1. Terms The terms stated on the front or on this side of this Invoice or any attachments hereto constitute the entire agreement between the Buyer and Seller and are in lieu of any additional or different terms, representations, or warranties contained in Buyer's order or otherwise asserted by Buyer to apply to this order. Notwithstanding any items in Buyer's acknowledgment or confirmation, Buyer shall be conclusively presumed to have assented to these terms and conditions upon their receipt without prompt written objection thereto or upon Buyer's acceptance of all or any part of the articles ordered.
2. Delivery – Delivery shall be F.O.B, Seller's factory. The delivery date stated on the face of this Invoice, if any, or on any other document of Seller is a desired date that Seller will in good faith attempt to meet but that Seller does not guarantee. Seller shall not be liable for any delay in delivery or for failure to complete any order if such delay or failure is due to fire, strikes or other labor troubles, accidents, transportation delays, shortages of material or machinery, government actions or any other cause beyond the control of Seller, and in the event of any such occurrences, Seller may at its election, cancel this order or any part thereof. If delay or interruption of the shipment of the articles is caused directly or indirectly by act or omission of Buyer, the invoice price is subject to escalation, depending on such factors as added storage charges and changes in prices from Seller's suppliers.
3. Payment – Buyer agrees to pay the net amount of this Invoice in full in thirty (30) days from date of this Invoice. Subject to limitations imposed by applicable law, Seller shall charge Buyer one and one-half percent of the purchase price per calendar month for each month payment is made after thirty (30) days from the date of this Invoice. If the credit of Buyer shall at any time in the Seller's judgment become impaired, Seller shall have the right to require payment in advance for any shipments to be made hereunder. Seller reserves the right to change the method of payment hereunder if it deems such change appropriate. If Buyer shall fail to make any payment when due or shall fail to make payments in advance as hereinabove required, Seller shall in addition to its other remedies provided by law, have the right to terminate this order as to any remaining shipments.
4. Insurance/Risk of Loss – All shipments are insured or are to be insured at Buyer's expense and made at Buyer's risk. Any F.O.B. term notwithstanding, title to the articles and their risk of loss pass to the Buyer at the point of shipment (Seller's factory,). Seller assumes absolutely no responsibility or liability for articles lost or damaged in transit.
5. Limitation of Warranties and Claims -The Articles Invoiced hereunder are warranted to be free from defects in material and workmanship furnished by Seller, and except for such warranty **THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.** Any claims for defective materials or workmanship will be deemed waived by Buyer unless notice in writing of such defect shall be submitted to Seller within 15 days after delivery and unless Seller is thereafter permitted at its election an opportunity to examine such materials and investigate such claims. No articles may be returned without Seller's written consent. In no event shall Seller's liability in connection with this order or any articles shipped hereunder exceed the Invoice price of the articles with reference to which such claim occurs and under no circumstances shall Seller be liable for special, incidental, punitive or consequential damages. Seller's warranties and liabilities hereunder shall be limited to Buyer and shall not extend to Buyer's vendors.
6. Remedies – The remedies outlined herein shall be the exclusive remedies available to Buyer. The exclusive remedy of Buyer in the event that any of the articles do not conform to the order shall be at Seller's election to either repair, replace or exchange the nonconforming items or parts. All articles claimed to be nonconforming or defective must be shipped to the Seller's factory, all freight prepaid. Seller's acceptance of any articles so shipped shall not be deemed an admission that the articles are nonconforming and, if Seller finds that any articles returned are not defective, such articles will be reshipped to Buyer at Buyer's expense and Buyer will be charged for any shipping charges incurred by Seller. Seller shall have all lien rights or other remedies provided by statute, law and equity. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
7. Technical and Engineering Service – Any and all designs, plans, drawings, specifications, advice relative to geological and safety conditions, and all other technical and engineering services which Seller may have furnished or may hereafter furnish with reference to the articles invoiced hereunder or the project to which it relates are furnished solely for the review and approval of Buyer and its engineers. Seller makes no representation or warranty with respect to the accuracy or sufficiency of any said documents, advice or services, nor shall Seller have any liability of any kind or nature with respect thereto, whether or no so reviewed and approved by Buyer and its engineers.
8. Assignment – At Seller's election, Seller's right to payment hereunder may be assigned to any parent company or subsidiary of Seller and the rights accruing to Seller hereunder may be enforced by any such parent company or subsidiary.
9. Tools and Dies – Seller's specified cost for special tools and die equipment to be provided by Seller is an estimated cost. Such tools and die equipment remain the property of the Seller but may be removed by Buyer with Seller's written consent, upon payment of any actual cost in excess of the aforesaid estimate, together with all engineering and other charges incurred by Seller in connection with the design and manufacture thereof. Seller shall charge Buyer for cost of adaptation of Seller's dies and also for cost of adaptation, modification and maintenance of dies and tools furnished by the Buyer.
10. Patents – While Buyer shall have the right to use all equipment or materials invoiced hereunder, nothing herein contained shall be deemed to license Buyer under any of Seller's patents and Buyer agrees that it will not infringe, question or in any way impair the validity of any patents or trademarks of the Seller pertaining to the equipment or materials invoiced hereunder.
11. Indemnity – In connection with any parts, materials or equipment furnished by Buyer hereunder, Buyer hereby indemnifies Seller against any and all claims for patent or trademark infringement and against any damage incurred by Seller resulting from infringement by use of such parts, material and equipment.
12. Returns – No products may be returned for credit without Seller's specific written approval in advance of return. Products accepted for return will be subject to inspection and restocking charges.
13. Special Products – Orders for products developed at Buyer's request or manufactured to meet Buyer's specifications or requirements are not subject to cancellation or return without full payment of development costs.
14. Demurrage – Any demurrage charged by any carrier, whether truck or mail, due to delay in unloading shall be paid by Buyer.
15. Amendments – No amendments of this Invoice shall be valid unless in writing and signed by authorized representatives of both parties. The terms herein shall control in the event of any inconsistencies or conflict between the terms and conditions hereof and the terms and conditions of Buyer's acceptance, confirmation, purchase order or other documentation submitted in response hereto.
16. Truces – All state, local and federal sales, use, excise or similar truces applicable to this transaction shall be the obligation of Buyer.
17. Enforcement- Buyer shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Seller in enforcing the terms and conditions of this Invoice, whether by the institution of litigation or in the taking advice of counsel, or otherwise.
18. Governing Law- This Invoice shall be construed according to the laws of the State of Illinois.
19. Jurisdiction – Buyer shall submit to the jurisdiction of the Circuit Court of Cook County, Illinois, or the U.S. District Court of the Northern District of Illinois, Eastern Division, for purposes of resolving any dispute relative to the terms or enforcement of this Invoice.