KV Tooling Systems, LLC 2459 North Belfast Ave. Augusta, ME 04330

TERMS AND CONDITIONS OF SALE

The price to be paid by Buyer shall be the price in effect at the date of actual delivery date of the goods unless otherwise specified in writing by the sale at the time of purchase order. In the event Seller is prevented by any government restrictions from increasing any price herein or continuing any price already in effect, Seller may terminate this contract by written notice.

Delivery dates are approximate, and Seller shall not be liable for any delay due to causes beyond its control, such as acts of God, civil or military authority, fires, strikes, floods, war, riots, materials, manufacturing machines or facilities, and delays in transportation. In the event of delay, the delivery shall be deferred to the time of such delay.

Buyer acknowledges and accepts that a deviation of the quantity amount purchased is 10% on the purchase order on each line item. This 10% deviation can be either a plus or minus amount. Seller shall be deemed to have understood and complied with this deviation. The total amount of the purchase order will be based on the quantity shipped (within the deviation amount) and per-unit price.

Buyer is advised that once said product on the purchase is released to carrier, third party individual or company, Buyer shall bear all cost of loss, deterioration, or damage to the products. Buyer is also aware that for whatever reason amounts due per the purchase order and deviation are not released and are due per the amount owed and within the terms of the sales. Insurances are recommended from the Seller (minimum value amount of each order) to the Buyer for product purchased.

Seller reserves the right and retains an interest in all products and proceeds until such product is paid in full by Buyer. It is understood and agreed that this contract constitutes a security agreement between Buyer, as debtor, and Seller, as security party, under the Uniform Commercial Code, and the Seller has the rights and remedies of a secured party thereunder.

Seller warrants only the adherence of the product per the seller's specifications stated above. Except as otherwise stated herein, any defective Product, or any cause whatsoever, will conclusively be deemed a waiver by Buyer unless notice is given to the Seller within 30 days after receipt of Buyer. Seller shall be given a reasonable amount of time and opportunity to investigate any, and all claims. No product shall be returned by Buyer to Seller unless it is agreed upon but in all cases, a return authorization form must be submitted and applied to such purchase order. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
In addition to the other causes for termination of this contract specified herein, either party shall have the right to terminate this contract.

Immediately upon notice if the other party fails to cure a material breach of this contract written ten (10) days after notice thereof from the party not in breach.
Immediately upon notice if the other party files a petition under any circumstances, insolvency or bankruptcy law, or makes a general assignment for the benefit of creditors whether voluntary or involuntary, or is dissolved, or if such other party becomes insolvent or is adjudged bankrupt.

Expiration of termination of this contract for any causes shall not be release either party from any liability to the other party which has not already accrued to the other party at the date of expiration or termination or which may thereafter accrue in respect of an or omission prior to the date of expiration or termination provided, however, that the Seller shall have the right, without any liability to Buyer, to cancel any previously accepted purchase order if this contract is terminated pursuant to Buyers breach or bankruptcy.

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NO CLAIM OF ANY KIND, WHETHER AS TO MATERIALS DELIVERED OR NON-DELIVERED OF MATERIALS, AND WHETHER ARISING IN TORT OR CONTRACT, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICES OF THE MATERIALS IN RESPECT OF WHICH SUCH DAMAGES ARE CLAIMED, AND THE FAILURE TO GIVE NOTICE OF CLAIM WITHIN THIRTY (30) DAYS FROM DATE OF DELIVERY OR THE DATE FIXED FOR DELIVERY, AS THE CASE MAY BE, SHALL CONSTITUTE A WAIVER BY BUYER OR ALL CLAIMS IN RESPECT OF SUCH MATERIALS. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES.

This contract constitutes the entire agreement between the parties, and there are no understandings, representations or warranties of any kind, expressed or implied, not expressly set forth herein. No modification of this contract shall be of any force or effect unless such modification is in writing and signed by the part to be bound thereby, and no modification shall be effected by purchase order forms containing terms or conditions at variance with those set forth herein.
Buyer and Seller agree that this contract shall be deemed to have been made and in the State of Maine (principal place of business of Seller) and that its provisions shall be governed by and construed and enforced by the law (other than the law governing conflict of laws questions) of the State of Maine. The Buyer further consents in the jurisdiction of the courts of the State of Maine in connection with any disputes between the parties relating to the subject matter hereof.