

Terms of Sale

These Terms of Sale ("Terms of Sale"), bind Wurth Louis and Company and its affiliates ("Seller") and its customer ("Buyer") regarding the purchase by Buyer of products (the "Goods") from or through Seller and, except as set forth in a written agreement signed by both parties, supersede all prior agreements, proposals and discussions among the parties with respect to the purchase and sale of such Goods (including as set forth in any Seller catalogs or on-line materials). Any additional, inconsistent or different terms or conditions contained in Buyer's purchase order or other documents submitted to Seller by or on behalf of Buyer at any time, whether before or after the date hereof, are hereby expressly rejected and shall be deemed a material alteration (and not a rejection) of these Terms of Sale. These Terms of Sale shall be deemed accepted by Buyer without any such additional, inconsistent or different terms and conditions, except to the extent expressly accepted by Seller in a writing signed by Seller.

1. **SHIPMENT; TITLE; RISK OF LOSS.** All shipping dates are approximate only and not guaranteed. Unless otherwise stated, title and risk of loss shall pass from Seller to Buyer once the Goods are loaded on the first carrier at Seller's facility. All claims for loss or damage in transit must be filed against the carrier by Buyer. Buyer shall pay freight, unless prepaid, and shall unload shipments promptly. Any increase in freight rates for shipments whether prepaid or not and all demurrage shall be borne by Buyer. Buyer may contact the local sales office for the current shipping fees and freight rates.

2. **PRICES.** Unless otherwise expressly specified in writing by Seller, all prices are exclusive of taxes, customs, duties, transportation and insurance, and any and all current or future tax or governmental charge applicable to the sale, delivery, shipment or storage of the Goods that Seller is required to pay or collect shall be for Buyer's account and shall be added to the price and shall not be subject to any reduction.

3. **EXCUSE OF PERFORMANCE.** The parties will be excused from their respective obligations hereunder (except for Buyer's payment obligations) if performance is prevented or delayed due to acts of God, war, terrorism, riot, fire, labor trouble (including strikes, lockouts and labor shortages), failure of computer systems to operate properly, destruction or loss of electronic records or data, plant shutdowns, unavailability of materials or components, unavailability of or delays in transportation, insufficient production capacity, unavailability or shortage of fuel products, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond such party's reasonable control. If such event affects Seller, Seller may, without liability, allocate and distribute the Goods among such customers in such proportions as Seller, in its sole discretion, determines.

4. **LIMITED WARRANTY. THE GOODS ARE SOLD "AS IS, WITH ALL FAULTS", WITHOUT RECOURSE, AND SELLER DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF OR AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER'S SOLE REMEDIES SHALL BE AS SET FORTH IN THE PARAGRAPH TITLED "LIMITATION OF REMEDY AND LIABILITY" BELOW.**

5. **LIMITATION OF REMEDY AND LIABILITY. BUYER WAIVES ALL CLAIMS AGAINST SELLER RELATING TO GOODS PURCHASED FROM OR THROUGH SELLER, AND AGREES TO ASSERT ALL CLAIMS FOR BREACH OF WARRANTY, CONTRACT, OR TORT AGAINST THE MANUFACTURER OF THE GOODS. THE PARTIES AGREE THAT BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE GOODS BY THE MANUFACTURER IN ACCORDANCE WITH THE MANUFACTURER'S CUSTOMARY WARRANTY THEN IN EFFECT. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S CUMULATIVE LIABILITY TO BUYER EXCEED THE PURCHASE PRICE FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER EXTEND TO INCLUDE SPECIAL, INDIRECT, INCIDENTAL, RELIANCE, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, COST FOR LABOR, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE, AND COST OF CAPITAL. ALL ILLUSTRATIONS, DESCRIPTIONS, SPECIFICATIONS AND ENGINEERING INFORMATION HAVE BEEN OBTAINED FROM THE PRODUCT MANUFACTURERS FOR BUYER'S CONVENIENCE ONLY. SELLER DOES NOT ASSUME RESPONSIBILITY FOR ACCURACY OF THE INFORMATION PROVIDED BY THE MANUFACTURER.**

6. **REJECTION OF NON-CONFORMING GOODS; RETURNS.** Rejection of non-conforming Goods must be made by Buyer in writing within 10 days of receipt and all defects ascertainable at time of giving notice shall be stated with particularity or

deemed waived. In the event of any rejection, the respective Goods shall be held intact, and Buyer shall specify to Seller the reason for the rejection, accompanied by tally of non-conforming Goods. If full credit is allowed for non-conforming Goods, the Goods must be retained intact at the delivery point, and Seller shall have 60 days from the date of such allowance to dispose of such Goods. A claim that Goods are non-conforming shall not entitle Buyer to deduct any sum from any invoice unless such claim has been allowed in writing. No returns of Goods shipped, whether claimed to be non-conforming or otherwise, are permitted without Seller's prior written authorization or unless Buyer has first obtained from Seller a return authorization number. In no event may products be returned after sixty (60) days from the date of the Order Confirmation/Invoice. Any returns must be in original unbroken containers and must identify the invoice number. All returns are subject to inspection by Seller and a handling charge as from time to time published on Seller's website at [www.WurthLouisandcompany.com/terms.html].

7. **PAYMENT TERMS; CREDIT REQUIREMENTS.** Except as otherwise specified in writing by Seller, terms of payment are net 25th of month following month-end in U.S. currency. Buyer shall subject to a finance charge of 1.5% per month on any past due amounts. In addition, Buyer shall be liable for all collection expenses incurred by Seller, including attorney's fees. Seller shall have the right to set-off any amounts owing from Buyer against any amounts payable to Buyer. In the event that Seller determines, at any time in its sole discretion, that the credit of Buyer or of any person or entity providing credit support for Buyer" obligations to Seller is or becomes impaired, or there is any reason to doubt the enforceability or sufficiency of any agreement, instrument or document supporting Buyer's obligations to Seller, Seller may, in addition to other rights provided by applicable law, declare immediately due and payable any and all amounts owed by Buyer to Seller, and to suspend and/or cancel further shipments, revoke any credit extended to Buyer, require cash payment, and/or require additional security satisfactory to Seller.

8. **INDEMNIFICATION.** If Buyer uses Goods purchased from or through Seller in an application or end-product, Buyer has the obligation to determine the suitability of the Goods purchased for Buyer's application by testing or other means, and to determine that the application or end-product meets all applicable industry standards for safety and durability. If Buyer uses Goods purchased from or through Seller in an application or end-product, and their use results in damage or harm to the person or property of Buyer or others, Buyer agrees to indemnify and hold Seller harmless for all liability whether arising out of contract, tort, or other grounds. Buyer further agrees to indemnify and hold Seller harmless from all costs and expenses (including attorneys' fees) incurred by Seller in enforcing any of the provisions of these Terms of Sale or in defending itself. If Buyer initiates a legal action against Seller, and Buyer does not prevail, Buyer will indemnify Seller for all costs and expenses (including attorneys' fees) incurred by Seller to defend itself.

9. **GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE.** These Terms of Sale and the business relationship between Buyer and Seller shall be governed by the laws of the State of California, without giving effect to its conflict of laws provisions. The courts of Orange County, California shall have exclusive jurisdiction with respect to all disputes between Seller and Buyer in any way relating to the Goods, these Terms of Sale or the business relationship between Buyer and Seller; provided, however, that Seller, in its discretion, may elect instead to pursue any legal action against Buyer in any other court having jurisdiction over the subject matter. **BUYER HEREBY CONSENTS TO JURISDICTION, PERSONAL AND OTHERWISE, OF SUCH COURTS, AND HEREBY WAIVES ANY OBJECTIONS OF ANY NATURE TO VENUE IN SUCH COURTS.**

10. **MISCELLANEOUS.** Seller reserves the right to unilaterally modify or amend any portion of these Terms of Sale at any time without prior notice. The current version of these Terms of Sale, and any modifications or amendment, supersede all prior versions of these Terms of Sale. The most current version of these Terms of Sale may be found on Seller's website at (www.wurthlac.com/terms.html).