



## SAVILLEX STANDARD SALES TERMS AND CONDITIONS

(see page 3 for Custom Services Products terms)

**1. AGREEMENT** Savillex expressly conditions sales of its products on the prices, conditions and terms set forth in this document. Orders are subject to Savillex's acceptance. No terms other than those stated in this document apply to the sale of products by Savillex unless agreed to in writing signed by an authorized officer of Savillex that expressly indicates its terms supersede Savillex's standard Sales Terms and Conditions. Savillex hereby expressly objects to any terms different from or in addition to those contained in this document and such objection shall not be deemed waived unless agreed to in a signed writing as required above.

**2. PRICE / PAYMENT** Prices quoted are valid for a period of sixty (60) days from the quote date except as otherwise stated. Savillex does not guarantee that prices will be fixed for the duration of blanket orders. Prices are FCA origin. Buyer is responsible for freight, customs clearance charges, sales, use, excise and other applicable taxes. Savillex may invoice Buyer for such taxes and charges, which amounts are not included in the prices. Payment terms are 100% with order. Payment is by credit card or via electronic transfer, processing fees may apply. Savillex does offer Net 30 day terms from date of invoice upon credit approval. Savillex reserves the right to change credit terms and withhold shipment subject to prepayment. Past due balances may be assessed a service charge equal to the lower of 1.5% per month or the highest amount permissible under applicable law. Buyer agrees to pay any collection costs (including reasonable attorney's fees) incurred to collect amounts not paid when due.

**3. PERFORMANCE** Unless otherwise agreed to in writing, Savillex reserves the right to make changes to the products which Savillex believes will improve them. Shipment of 90-100% of ordered quantities for non-standard products shall be deemed performance in full. Savillex shall only charge Buyer for actual quantities shipped. Shipment and delivery dates are only estimates. Savillex's performance shall be excused in the event of accident, fire, disaster, shortage of labor or material, and all other similar or dissimilar cause beyond the control of Savillex.

**4. CLAIMS, RETURNS AND CANCELLATIONS** Claims for shortages or inaccurate filling of orders must be received by Savillex in writing within 30 days after Savillex's shipment of the products. All returns must have an accompanying return authorization number issued by Savillex. Returned products will be accepted only with prior written approval from Savillex and must be returned freight prepaid, in unused, resalable condition and in the original packaging and must be at the current revision level. The return of standard products for any reason other than failure to conform to specifications will be subject to a 20% restocking charge. No returns will be accepted later than three months after delivery. Non-standard product is not returnable. Cancellation of orders for non-standard products is subject to payment of costs and commitments incurred prior to the cancellation date.

**5. TOOL OWNERSHIP** All tools, dies, molds, patterns and product designs produced by or at the request of Savillex shall remain the exclusive property of Savillex. Savillex reserves the right to advertise and/or sell any of the foregoing items and products unless otherwise agreed to in writing.

**6. LIMITED WARRANTY** Savillex warrants its products against defects in materials and workmanship for 90 days from the time of shipment, unless otherwise stated. With respect to products specifically manufactured to Buyer's specifications, Savillex warrants only that such products have been manufactured, without testing, to



Buyer's specifications but makes no other warranty, express or implied. Savillex makes no warranty, express or implied, with respect to any components, products, information or services provided by any third party. Upon Savillex's confirmation of defects, Buyer's EXCLUSIVE REMEDY shall be for Savillex, at Savillex's option and subject to return of the defective product, to repair or replace the defective product or to refund the price paid by Buyer for such product. Warranty coverage excludes product damage which Savillex determines is due to accident misuse or lack of reasonable care. Buyer's warranty rights are subject to Savillex being promptly notified in writing upon discovery of a warranty claim with a detailed explanation of the defect, and the claimed defective product being received by Savillex, freight prepaid, within 30 days after expiration of the warranty period. EXCEPT AS STATED IN THIS DOCUMENT, NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS GIVEN OR AUTHORIZED BY SAVILLEX. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

**7. LIMITATION OF LIABILITY** SAVILLEX DISCLAIMS AND IS NOT LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR TYPE, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, FORESEEABLE LOSS, LOST PROFITS AND RELIANCE DAMAGES. IN NO EVENT SHALL SAVILLEX'S LIABILITY UNDER ANY CAUSE OF ACTION RELATING TO A PRODUCT EXCEED THE PURCHASE PRICE OF THE PRODUCT.

**8. INDEMNIFICATION** Buyer shall indemnify Savillex from all third-party claims asserted, and damage, liability, costs and expenses incurred, arising in connection with the products which are not due to a breach of this contract by Savillex.

**9. SEVERABILITY** If any of the provisions contained herein shall be held to be unenforceable for any reason, such unenforceability shall not affect any other provision herein, and these terms shall be construed as if such unenforceable provision had never been contained herein.

**10. GOVERNING LAW** The validity, interpretation and performance of this contract and any dispute connected herewith shall be governed and construed in accordance with the laws of the State of Minnesota, U.S.A.

**11. ENTIRE AGREEMENT** The terms in this document contain the complete agreement between the parties with respect to the subject matter hereof. Any modification or waiver must be set forth in a written document signed by an authorized representative of the party to be bound. Any waiver shall be limited to the then current circumstance unless specifically stated in writing otherwise and shall not be deemed a waiver of the same or any similar circumstance in the future.



## SAVILLEX CUSTOM SERVICES SALES TERMS AND CONDITIONS

**1. AGREEMENT** Savillex expressly conditions sales of its products on the prices, conditions and terms set forth in this document. Orders are subject to Savillex's acceptance. Acceptance of an order by Savillex is deemed to occur when customer receives written acknowledgement. No terms other than those stated in this document apply to the sale of products by Savillex unless agreed to in a writing signed by an authorized officer of Savillex that expressly indicates its terms supersede Savillex's standard Sales Terms and Conditions. Savillex hereby expressly objects to any terms different from or in addition to those contained in this document and such objection shall not be deemed waived unless agreed to in a signed writing as required above.

**2. PRICE / PAYMENT** Prices quoted are valid for a period of sixty (60) days from the quote date except as otherwise stated. Savillex does not guarantee that prices will be fixed for the duration of blanket orders. Prices are FCA origin. Buyer is responsible for freight, customs clearance charges, sales, use excise and other applicable taxes. Savillex may invoice Buyer for such taxes and charges, which amounts are not included in the prices. Payment terms for component orders are net 30 days from the date of invoice upon credit approval. Payment by credit card may incur processing fees. Unless otherwise noted on the issued quote, payment terms for Engineering and or tooling charges are 50% at time of order, net 10 days and 50% net 10 days upon tool/part qualification. Savillex reserves the right to change credit terms and withhold shipment subject to prepayment. Past due balances may be assessed a service charge equal to the lower of 1.5% per month or the highest amount permissible under applicable law. Buyer agrees to pay any collection costs (including reasonable attorneys' fees) incurred to collect amounts not paid when due.

**3. OVER / UNDER RUNS AND SPLIT QUANTITIES** Where orders are placed for quantities other than those specified on the quotation, the unit price applies for the next smaller quantity quoted. In the case of over or under runs, Savillex shall only charge for the quantities shipped. Unless otherwise noted, prices quoted are for quantities run and shipped at one time. Every effort will be made to produce the exact quantities, but Buyer will be obligated to accept over or under runs of 10%. In cases of under runs, orders will be considered complete for quantities shipped. In the event the Buyer desires shipment of exact quantities, this must be requested in advance and such orders may be subject to special quotation.

**4. PACKAGING AND DELIVERY** Unless otherwise noted, all prices are for parts bulk packed in poly bags and shipped in corrugated containers. All care will be taken to assure safe delivery. However, Savillex assumes no liability for damages in transit. Every effort will be made to meet customer's requested delivery date, but no liability is assumed for losses or damages due to late or incorrect delivery.

**5. CLAIMS, RETURNS AND CANCELLATIONS** Claims for inaccurate filling of orders must be received by Savillex in writing within 30 days of Savillex's shipment of the products. All returns must have an accompanying return authorization number issued by Savillex. Returned products will be accepted only with prior written approval from Savillex and must be returned freight prepaid, in unused condition. Savillex assumes no liability for defective products beyond replacement. In certain cases, samples of as molded or finished products may be submitted to the Buyer for acceptance. If the samples do not meet the Buyer's identified specifications, modifications to the tooling and or secondary processes may be made to correct deficiencies and new samples submitted as quickly as practical. Supplied product samples that demonstrate the Buyer's specifications have been met or, the Buyer's communicated acceptance will construe qualification of the product. In the event of variance between part drawings and accepted samples, the accepted sample parts will be the standard.



**6. LIMITED WARRANTY** Savillex warrants the supplied parts against defects in material and workmanship for 90 days from time of shipment. With respect to products specifically manufactured to Buyer's specifications, Savillex warrants only that such products have been manufactured, without testing, to Buyer's specifications but makes no other warranty, express or implied. Savillex makes no warranty, express or implied, with respect to any components, products, information or services provided by any third party. Upon Savillex's confirmation of defects, Buyer's exclusive remedy shall be for Savillex, at Savillex's option, and subject to return of the defective product, to repair or replace the defective product or to refund the price paid by Buyer for such product. Warranty coverage excludes product damage which Savillex determines is due to accident, misuse or lack of reasonable care. Buyer's warranty rights are subject to Savillex being promptly notified in writing upon discovery of a warranty claim with a detailed explanation of the defect, and the claimed defective product being received by Savillex, freight prepaid, within 30 days after expiration of the warranty period. Except as stated in this document, no other warranty, express or implied, is given or authorized by Savillex. Implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed.

**7. LIMITATION OF LIABILITY** Savillex disclaims and is not liable for any special, indirect, incidental or consequential damages of any nature or type, whether arising out of warranty or other contract, negligence or other tort, or otherwise, including without limitation, foreseeable loss, lost profits and reliance damages. In no event shall Savillex's liability under any cause of action relating to a product exceed the purchase price of the product.

**8. MATERIALS** Parts will be made according to materials specified on the quotation. If specifically allowed and noted, reprocessed material may be added to virgin to produce parts. In any event, such mixtures will not exceed guidelines set by the material manufacturer to assure the physical properties of the material are not degraded. No liability is assumed for part failure due to material.

**9. TOOLING STORAGE AND MAINTENANCE** All tooling will be maintained and stored at the climate-controlled facilities of Savillex. Every effort will be made to protect tooling from loss or damage due to fire, theft, or vandalism. However, Savillex assumes no liability for losses due to such incidences. Tools will be repaired and maintained at Savillex's expense for normal wear and tear for the anticipated life of the mold, as long as they are in Savillex's custody. All tooling transferred to Savillex from the Buyer are to be in good working condition and able to produce parts to the identified specifications. If this is not the case, Savillex will provide a quote to the Buyer for the necessary improvements, upgrades or modifications to make the tooling production worthy. Savillex reserves the right to charge for tooling storage in the event the Buyer desires to remove the tooling from Savillex's facilities. Charges will become due and payable before the removal of the tooling from premises. No guarantee is given for the life of either the tooling or the product unless agreed to by contract.

**10. INDEMNIFICATION** Buyer shall indemnify Savillex from all third-party claims asserted, and damage, liability, costs and expenses incurred, arising in connection with the products which are not due to a breach of this contract by Savillex.

**11. SEVERABILITY** If any of the provisions contained herein shall be held to be unenforceable for any reason, such unenforceability shall not affect any other provision herein, and these terms shall be construed as if such unenforceable provision had never been contained herein.



**12. GOVERNING LAW** The validity, interpretation and performance of this contract and any dispute connected herewith shall be governed and construed in accordance with the laws of the State of Minnesota, U.S.A.

**13. ENTIRE AGREEMENT** The terms in this document contain the complete agreement between the parties with respect to the subject matter hereof. Any modification or waiver must be set forth in a written document signed by an authorized representative of the party to be bound. Any waiver shall be limited to the then current circumstances unless specifically stated in writing otherwise and shall not be deemed a waiver of the same or any similar circumstance in the future.