

	Marketing/Sales	Document Number: MS-600-01	Revision Level: 1
		Effective Date: 22/Jan/2015	Document Status: Current
Title: TERMS AND CONDITIONS OF SALE			

1. The prices of the products specified herein will be Seller's prices in effect on date of shipment.
2. **TAXES:** Prices of Luvata Franklin, Inc. Products do not include any federal, state, or local taxes, including without limitation manufacturing, sales, excise, receipts, gross income, occupation, use or similar taxes. Wherever applicable such tax or taxes will be for the account of Buyer and may be added to the invoice as separate charge to be paid by buyer.
3. **TERMS OF PAYMENT:** Unless otherwise indicated, net cash 30 days. Bills will be dated the day of the shipment. On accounts not paid within 30 days from the end of the month in which the bills are rendered, interest will be charged beginning on the first of the month following the date on which payment is due. Terms of transportation charges net cash 30 days. Terms on tools, fixtures and fitting-up charges net cash 30 days. The above Terms of Payment are not applicable to export shipments. Terms of Payment as quoted for export shipment will apply.
4. **TRANSPORTATION:** Transportation Terms are subject to change without notice and will be those in effect on date of shipment. Seller reserves the right to control the routing including the method and mode of transportation. Terms for shipment will be quoted upon application. Should the Seller permit the Buyer to determine routing, the Buyer will bear any transportation costs exceeding the transportation cost determined at the lowest published or commodity carload of truckload rate whichever is lower regardless of the quantity shipped except Buyer will bear all transportation cost on products shipped FOB Mill. Unless otherwise indicated, terms of shipment will be FOB Mill. Special handling charges by carrier will be paid by Buyer. In the case of Parcel Post and express shipments, the actual cost of delivery will be charged.
5. **FITTING-UP CHARGES:** Fitting-up charges with respect to copper and copper alloy products cover part of the cost of the necessary tools and fixtures required for the particular work on the order. The tools and fixtures covered by such charges will remain the sole property of Seller and are to be retained in Seller's possession for use exclusively in filling orders of Buyer. There will be no additional charge for upkeep and replacement of such tools and fixtures, but if at any time, a period of two years has elapsed since receipt of an order from Buyer requiring their use, Seller may thereafter make any such use or disposition of such tools and fixtures as Seller desires without any accounting to Buyer for such use or disposition or the proceeds thereof. Terms on which such charges may be refunded will be quoted upon application.
6. Products furnished by Seller to Buyer will be within the limits and of the sizes published by seller and subject to Seller's standard tolerances for variations.
7. Seller will not be liable for any delay or failure in performance of orders or in the delivery of shipment of products, or for any damages suffered by Buyer by reason of such delay or failure, when such delay or failure is, directly or indirectly, caused by or in any manner arises from acts of God or of public enemies, fires, floods, explosions, accidents, epidemics, quarantine restrictions, riots, mobilizations, war, rebellion, revolutions, blockades, hostilities, governmental regulations, requirements, restrictions, interference or embargos, strikes, lockouts, differences with workmen, inadequate transportation facilities, delays or interruptions in transportation, shortages of labor, fuel, raw materials, supplies or power, accidents to breakdowns to or mechanical failure of plant machinery or equipment arising from any cause whatsoever or any other cause or causes(whether or not similar in nature to any of those hereinbefore specified)

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beyond Seller's control. In no event will Seller be liable for any consequential damages for delay in or failure of performance, whether or not excused by the foregoing.

8. All products manufactured by Seller are inspected before shipment. However, should any such products supplied hereunder be defective in material or workmanship, Buyer shall notify Seller immediately and Seller shall repair or replace the defective products without cost to the Buyer or at Seller's option repay the purchase price upon return of the defective products. Seller will be given reasonable opportunity to investigate all claims and no products may be returned by Buyer to Seller until after receipt by Buyer of definite shipping instructions from Seller. The aforesaid obligation of Seller to repair or replace defective products or, at Seller's option, to repay the purchase price shall be the limit of Seller's liability and Buyer's exclusive remedy. There are no warranties either expressed or implied which extend beyond the description herein. There is no implied warranty or merchantability. Seller shall in no event be liable for any incidental or consequential damages, losses or expenses for breach or warranty or for negligence. The advice of the Technical Staff of Seller is available to the trade, but Seller, not controlling or supervising subsequent manufacture, fabrication or installation of its products or their use after sale, does not warranty or guarantee such advice.
9. If any product is manufactured or sold by Seller to meet Buyer's particular specifications or requirements and is not a part of Seller's standard line offered by it to the trade generally, in the usual course of Seller's business, Buyer agrees to defend, protect and save harmless Seller against all suits at law or in equity and from all damages, claims and demands for actual or alleged infringement of any Unites States or foreign because of the manufacture or sale of any such products.
10. Seller will comply with all applicable federal laws and regulations which govern Seller's performance hereunder.
11. No waiver by Seller or any breach of any provision hereof will constitute a waiver of any breach of such provision. Seller's failure to object to provisions contained in any communications from Buyer will not be deemed as an acceptance of such provisions or as a waiver of the provisions hereof.