



**Würth USA Inc.
Sales Conditions**

1. Acceptance: All of the Customer's orders are subject to acceptance by us by our order Confirmation. All of Customer's orders and making deliveries thereon, we are not accepting or agreeing to any provisions on any form or document supplied by Customer, which are different from or additional to these sales Conditions. Any such different or additional terms and conditions are hereby expressly rejected.
2. Prices: All prices are net F.O.B. our warehouse, unless otherwise specified. Our prices do not include (i) freight, special packaging, insurance and any other costs incurred in respect of the shipping of the products ordered and (ii) any sales, excise, use of similar taxes that we may be required to pay or collect with respect to the products ordered.
3. Payment, collection: The amount identified on the front of the Order Confirmation/Invoice is payable immediately in full, unless otherwise specified. Payment shall not be deemed to have been received by us unless and until the total amount has been finally credited to us. All bank fees and charges shall be borne by the Customer.
 - a. If in our opinion at any time the financial condition of Customer jeopardizes Customer's ability to perform any of its obligations toward us, we may, at our option, revoke any credit extended to Customer, cancel any unfilled order, require cash payment, and/or additional security satisfactory to us.
 - b. The receipt and acceptance by us of partial payments shall not constitute a waiver of any our rights set forth herein or provided by law.
 - c. If Customer fails to make payment when due, interest may be charged daily at an annual rate equal to eighteen percent (18%).
 - d. Any collection expenses incurred by us shall be borne by Customer.
4. All Deliveries, Delays: All deliveries of products ordered are made F.O.B. our warehouse, as listed on the front of this document, unless otherwise specified.

All of our shipments and deliveries will be made in a manner, and by carriers, determined by us, except as otherwise agreed upon.

We shall not be responsible for delays in delivery or failure to deliver due to causes beyond our control, including, but not limited to, earthquakes, lightning storms, floods or other acts of God, war mobilization, civil commotion, riots, embargoes, domestic or foreign governmental regulations or orders, acts of the Customer, its agents or employees, strikes, lock-outs, work stoppages or other labor difficulties, or shortages of or inability to obtain shipping space or transportation, partial or entire failure of our or our vendor's production facilities, inability to secure supplies at current prices or shortages of raw materials.

5. Return Policy: No returns of products shipped are permitted without prior written authorization or unless Customer has first called us for a return authorization number. In no event may products be returned after (60) days from the date of the Order Confirmation/Invoice. Any returns must be in original unbroken containers and must identify the appropriate invoice number. All returns are subject to a twenty percent (20%) handling charge.
6. Limited Warranty: All products supplied by us are warranted against defects in material or workmanship as covered by our limited warranty set forth herein. This limited warranty covers: (i) Any necessary replacement or reapplication product and (ii) the labor required to replace or reapply the defective product based on the prevailing labor rate.

These obligations are limited to any part(s), which, upon inspection, prove(s) to have been defective within a period of six (6) months from the date of our Order Confirmation/Invoice. Tools are subject to a warranty period of twelve (12) months from the date of our Order Confirmation/Invoice.

Products which have been altered or modified, improperly installed or applied, or which have failed due to abuse or inadequate maintenance after installation or application, which have been used in violation of instructions for use, installation or application, or which were damaged due to malfunction of other parts are subject to approval by our authorized agent.

OUR MAXIMUM LIABILITY UNDER THE ABOVE PROVISIONS SHALL NOT IN ANY CASE EXCEED THE PRICE FOR THE PRODUCT CLAIMED DEFECTIVE OR DEFICIENT.

THE ABOVE PROVISIONS CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED AND DISCLAIMED, AND WÜRTH USA INC. NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON TO ASSUME FOR US, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF OUR PRODUCTS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

7. Limitation of Liability: EXCEPT AS EXPRESSLY AGGREGED UPON, UNDER NO CIRCUMSTANCES SHALL WÜRTH USA INC. HAVE LIABILITY, WHETHER DIRECTLY OR BY WAY OF INDEMNITY, FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, STATUTORY OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR PROPERTY OR



LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, STRICT OR PRODUCTS LIABILITY, INFRINGEMENT OF PATENTS, TRADE SECRETS, TRADEMARKS, COPYRIGHTS OR OTHER PROPRIETARY RIGHTS, OR ANY OTHER LEGAL THEORY CONNECTION WITH THE SALE OF THE PRODUCTS, THEIR USE, INSTALLATION OR APPLICATION OR IN CONNECTION WITH POOR PERFORMANCE UNDER OUR ORDER CONFIRMATION, THESE SALES CONDITIONS, OR ANY BREACH OR DEFAULT THEREUNDER OR HEREUNDER.

8. Governing Law, Venue: The business relationship between WURTH USA Inc. and Customer, including all matters relating to the interpretation and effect of these Sales Conditions, shall be governed by, and constructed in accordance with, the laws of the state shown on the front of this document without giving effect to its conflict of law provisions.
9. PRODUCTS ARE NOT FOR RETAIL SALE

All disputes with WURTH USA Inc. and Customer in any way relating to the products sold by us to Customer shall be decided by, and Customer consents and submits to the sole and exclusive jurisdiction of the State or federal Courts of competent jurisdiction in the County where each Wurth company is located and is the venue of our place of business; provided, that we, in our discretion, may elect instead to pursue any legal action against Customer in any other court having jurisdiction over the subject matter

Würth Affiliated Companies in 80 Countries Worldwide