



GENERAL TERMS AND CONDITIONS OF SALE OF: WFI INTERNATIONAL (hereafter referred to as "WFI")

WARRANTY	WFI expressly warrants to the Purchaser (the "Purchaser") that all WFI products (each, a "Product") will be free from manufacturing defects for the one (1) year period immediately following the date of shipment (the "Warranty Period"). WFI HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO BOTH THE PRODUCTS AND THIS AGREEMENT, INCLUDING THESE TERMS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. The foregoing warranty shall not apply: (1) to any use of a Product in aircraft or aerospace applications ("Prohibited Applications"), (2) if a Product was not used as recommended and in accordance with approved in-stallation and operating practices, (3) if the failure of a Product results from any cause other than a manufacturing defect, including but not limited to damage due to corrosive, abrasive, or other wear normally to be expected in the use of the Product, (4) if the Product was modified or changed (unless written approval was given in advance by WFI), and (5) if Purchaser fails to deliver written notice of such defect to WFI during the Warranty Period.
EXCLUSIONS	Do not use WFI Products in aircraft or aerospace applications. Purchaser assumes all risk of loss that arise from or relate to any use of Product in a Prohibited Application, and Purchaser shall, at its expense, indemnify, defend and hold WFI harmless against all claims or losses (including legal and accounting fees) that arise from or relate to the use of any Product in a Prohibited Application.
PURCHASER'S REMEDIES	Purchaser's remedies with respect to any Product furnished by WFI hereunder that is found not to be in conformity with the terms and conditions of the contract because of breach of contract, breach of express or implied warranty, or negligence shall be limited exclusively to the right of replacement of such defective Product or, at the option of WFI, repayment of the sale price for the particular Product that gives rise to the claim. WFI shall have no liability to Purchaser or to any other person, in tort, contract or otherwise, for claims, losses, damages or injuries arising out of this purchase or use of any Product, except for the return by WFI of an amount not in excess of the payments made by Purchaser to WFI for the particular Products giving rise to Purchaser's claim. IN NO EVENT SHALL COMPANY BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES OR LOST PROFITS, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL OR SPECIAL DAMAGES FOR LOSS OF GOOD WILL, WORK STOPPAGE, LOSS OF WORK PRODUCT, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, DIRECT OR INDIRECT, EVEN IF WFI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
PRICES	Prices, and other terms of sale and payment, are subject to change without notice. Unless a contrary provision appears in this price schedule, quotation or order acknowledgement, prices may be withdrawn without notice at any time. Stenographic or clerical errors are subject to correction.
ACCEPTANCE OF ORDERS	All orders are subject to WFI credit department approval prior to acceptance by WFI. No assignment of the Purchaser's rights may be made without the prior, written consent of WFI.
REMITTANCES	All accounts are payable in United States funds, free of exchange, collection, or any other charges. If, in the sole discretion of WFI, the financial condition of the Purchaser at any time so requires, WFI retains the right to require full or partial payment in advance.
PARTIAL SHIPMENTS AND PAYMENTS	WFI reserves the right to make partial shipments from time to time, and to render invoices therefore which shall be due and payable as provided in said invoices and the paragraph entitled "Remittances". If the Purchaser becomes overdue in any such partial payment, WFI shall be entitled to suspend work and/or avail itself other legal remedies.
TAXES	Unless otherwise specifically noted, the amount of any federal, state or local sales, use, occupancy, excise tax, or other tax of any nature, for which WFI is legally liable, either intentionally or through failure of payment by Purchaser, shall be added or be in addition to the price quoted and Purchaser agrees to pay the same to WFI.
SHORTAGES AND DAMAGES IN TRANSIT	All Product shall be delivered F.O.B. Shipping Point, and Purchaser shall thereupon assume all risk of loss. Claims for shortages must be made in writing within ten days after receipt of shipment.
DELAYS	All shipping dates are good faith estimates by WFI, however, WFI makes no guarantee to ship on any date. WFI shall assume no obligation to ship Products on any date, and WFI shall not be liable for the failure to ship Product on any date. Materials slated to be in stock are subject to prior sales.
CANCELLATIONS AND SUSPENSIONS	Purchaser may cancel this order or contract, or delay work or delivery, only upon receipt of written notification by WFI and with WFI's prior consent, and upon agreement to pay WFI's adjustment charge. Orders for special products (usually "price on application items") may be changed and / or cancelled only upon receipt of written instructions by WFI and with WFI's prior consent, and Purchaser shall make payment to WFI for material used and work already performed.
RETURN OF MATERIAL	No Product may be returned without the prior written consent of WFI. All goods returned are subject to a handling charge plus freight in both directions and charges for any required reconditioning, unless otherwise specified in writing by WFI.
INDEMNITY	Purchaser shall, at its expense, indemnify, defend and hold WFI harmless against all claims or losses (including legal and accounting fees) that arise from or relate to any suit that alleges that WFI infringed the rights of any third party with respect to any Product manufactured by WFI pursuant to specifications or designs provided to WFI by Purchaser.
GOVERNING LAW	The contract shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict-of-law doctrines of any jurisdiction.
NO WAIVER	The failure of WFI to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.
DIES, TOOLS AND PATTERNS	Dies, tools and patterns used by WFI to produce any Product (collectively, the "Material") shall be and remain the exclusive property of WFI. Payment by Purchaser of any preparation charge with respect to such Material shall not give Purchaser any right, title or interest in or to such Material. WFI shall not be responsible for retention of dies or patterns on which no orders are received for two years or more.
MISCELLANEOUS	This Agreement, together with these Terms and Conditions, constitute the entire understanding between the parties with respect to the subject matter hereof and supersede any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto. Neither party shall be liable to the other under this Agreement if delayed or prevented from performance by causes beyond its control including, but not limited to, fires, floods, strikes, acts of God, war, insurrection, governmental restrictions, or other causes of a like or different nature. No change, alteration, modification, or addition to this Agreement shall be effective unless in writing and properly executed by the parties hereto. The contract shall be subject to the terms and conditions contained or referred to in WFI's price schedule, quotation or order acknowledgments and in no others whatsoever. In the event of any discrepancy or inconsistency between these Terms and Conditions and any other purchase order or acceptance form used by Purchaser in connection herewith, the terms of this Agreement shall govern, and such purchase order or acceptance form shall not amend, modify or add to the terms of this Agreement.