

AST ADHESIVE SYSTEMS TECHNOLOGY CORP

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TERMS & CONDITIONS

PURCHASE ORDER ACCEPTANCE:

- A. Adhesive Systems Technology Corp. (AST) quotation is an estimate of goods for sale and its price. Buyer's purchase order is offer to buy. Contract of sale is formed when AST issues acceptance of order in writing. AST reserves right to amend any of the terms. Buyer will have deemed to have accepted if written rejection is not received at AST within ten (10) working days.

PRICING TERMS:

- A. Prices are subject to change without notice at any time prior to the acceptance of your order by AST.
- B. Prices do not include duties, brokerage fees, insurance or other special taxes relative to the importing requirements of the country involved, unless otherwise stated.
- C. Prices do not include sales or use taxes, excise taxes or other forms of taxes, or occupation or license fees, unless otherwise stated.
- D. Prices do not include export crating, unless otherwise stated.
- E. Prices do not include cost of freight or insurance, unless otherwise stated.
- F. Prices do not include installation or training, unless otherwise stated.

PAYMENT TERMS:

- A. Payment schedule is specified in the quotation.
- B. Payment terms are subject to credit approval.
- C. Progress payments should be subject to customer's inspection at AST facility. Travel costs incurred by the customer for travel to AST are at customer's expense.
- D. A 1.5% service charge per month may be added to past due amounts.

DELIVERY SCHEDULE:

- A. The shipping date is established after our receipt of your purchase order or signed quote and deposit.
- B. The shipping date is subject to unforeseen delays caused by circumstances beyond AST control.

BUYER-FURNISHED MATERIALS:

- A. Buyer to prepay all materials sent to AST for testing and analysis for system testing and acceptance. All unused materials will be returned to Buyer freight collect.

CANCELLATION:

- A. In the event that Buyer cancels a purchase order for any reason whatsoever, AST is entitled to recover costs for such cancellation for items such as: engineering design, materials and parts ordered/received unique to Buyer's order, other materials and parts ordered and/or received by AST for performance of Buyer's order, labor costs for manufacture and assembly of parts.

ACCEPTANCE:

- A. Buyer's inspection of contract goods shall be expressed by inspection and approval of goods at AST's location in New Hope, MN. Buyer may waive its right to inspect goods at AST's location. Expenses incurred in inspection and approval of goods at AST's location in New Hope, MN, shall be responsibility of Buyer.

LIABILITY:

- A. AST shall not be held responsible for any indirect or consequential damages of the Buyer in connection herewith; such as loss of production, loss of anticipated profits or damages of any third party asserted against the Buyer.
- B. AST shall in no event, and for no cause whatsoever, have any monetary liability to the Buyer in excess of the purchase price or prices of the pertinent items or items of equipment.

SHIPPING:

- A. All goods are sold on a FOB AST shipping point basis and the end-user assumes full responsibility once the Bill of Lading is signed by the carrier, unless otherwise stated.