

**SWIFT TEXTILE METALIZING LLC ("STM")**  
**Terms and Conditions of Sale**  
**As of August 16<sup>th</sup>, 2016**

1. **ACCEPTANCE:** These Standard Terms and Conditions of Sale, together with information contained in STM's written product Sales order acknowledgment and/or invoice (and any additions or revisions mutually agreed to in writing by STM and Buyer), shall constitute the entire agreement and understanding of STM and Buyer with respect to the purchase and sale of STM's products, superseding all prior oral or written understandings relating thereto. If Buyer's order contains provisions inconsistent with the provisions hereof, these terms and conditions shall prevail. Buyer's sales order acknowledgment, acceptance of delivery or payment for any products provided hereunder shall constitute Buyer's acceptance of all terms and conditions herein. These terms and conditions are supplemented or modified by applicable federal and state laws and regulations unless otherwise modified or rejected in writing by STM and Buyer.
2. **PRICE AND TERMS OF PAYMENT:** The prices payable by Buyer for goods and services to be supplied by STM under this Agreement will be specified in the applicable Order. Unless otherwise expressly stated in an Order, all prices exclude shipping and taxes. Payment shall be by Credit Card or Check for first order, until credit terms can be established. Thereafter, payment terms shall be established based on buyer credit worthiness. Standard terms are Net Thirty (30) days from the date of invoice. If Buyer does not pay an invoiced amount within terms, STM reserves the right to withhold shipment of the Work until full payment is made; and/or revoke any credit extended to Buyer. In the event that STM is required to collect delinquent accounts, Buyer agrees to pay all costs and expenses of collection incurred by STM including but not limited to reasonable attorneys fees and costs of suit. Pricing schedules (whether attached to this Agreement or an Order) are subject to change without notice. Unless otherwise specified in the Order, Work will be delivered FOB STM's manufacturing facility and will be shipped to Buyer via carriers selected by STM.
3. **TAXES:** Prices quoted do not include any tax or other governmental charge or assessment on the sale, shipment, production or use of any products sold to Buyer hereunder. Such taxes and charges, when applicable, may appear as separate additional charges on STM's invoice. Buyer shall be solely responsible for, and shall pay to STM upon demand, any such tax, charge or assessment, unless Buyer has furnished to STM an appropriate valid certificate of exemption issued by or acceptable to the tax authority in question.
4. **PACKING AND SHIPMENT:** All items will be packed for shipment in accordance with STM's standard practices unless Buyer specifies and STM accepts in writing or by electronic acknowledgement a preferred packing method, the cost of which shall be borne by Buyer. Unless otherwise specified in writing by Buyer, STM will ship by the most appropriate method, but by doing so does not assume any liability in connection with the shipment. STM's obligations with respect to shipment and delivery shall be met upon STM making delivery, whether at its location or otherwise, to the carrier. Any and all claims by Buyer for damage or loss of products in transit shall be made by Buyer against the carrier and STM shall have no liability in connection therewith. All freight is F.O.B. Bloomfield, CT 06002.
5. **QUANTITY VARIATION:** On all orders, quantities are subject to a quantity variation of plus or minus ten percent (10%) unless otherwise specified or agreed upon.
6. **PROPRIETARY INFORMATION:** STM retains all rights and ownership to processes, manufacturing methods, technical information, inventions, improvements, know-how and any other information that has been conceived or developed or that may be developed in the course of STM fulfilling Buyer's purchase agreement and all such information shall be deemed proprietary information of STM and treated in a confidential

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manner. Buyer may not disclose or use information that is provided to Buyer by STM without STM's written consent.

- 7. RETURNS:** Written authorization to return products purchased from STM must be obtained from STM prior to any such return. In STM's sole discretion, credit may be granted with respect to returned products, less an appropriate restocking charge, depending on the reason for the return and the condition of the product. Any returned products must be shipped to STM, freight prepaid, at Buyer's risk and be packaged for shipment in accordance with standard practice to reasonably protect product from damage in transit.
- 8. LIMITED WARRANTY:** It is the sole and exclusive responsibility of Buyer to determine the suitability of any and all products of STM for Buyer's intended purposes and uses. STM warrants that the products sold hereunder conform to STM's applicable specifications for such products (subject to STM's standard tolerances for variations) as in effect at the time of shipment by STM, or, if applicable, specifications provided by Buyer and expressly accepted by STM in writing provided that STM shall not have any liability whatsoever for any damage to or defect in products resulting directly or indirectly from events occurring after the delivery of such products to carrier by STM. Liability of STM under or in connection with the sale of its products shall be limited, at the sole option of STM, to either refund of the purchase price received by STM or replacement of any product provided that (a) Buyer notifies STM of Buyer's claim of any alleged defect or nonconformity hereunder promptly after delivery (and in any event within thirty (30) calendar days after receipt by Buyer), (b) the alleged defective product is returned to STM promptly upon request and (c) STM concurs that the product is defective or nonconforming hereunder.

This limited warranty is the sole and exclusive warranty given by STM with respect to products sold or provided by STM. STM gives and makes no representation or warranty of any kind, express or implied, other than that expressly set forth herein. No representative of STM is authorized to give or make any other representation or warranty or modify this warranty in any way except in a written amendment of these standard terms and conditions of sale signed by a duly authorized representative of STM which makes specific reference to these standard terms and conditions of sale. **Without limiting the generality of the foregoing, no implied warranty of merchantability, no implied warranty of fitness for any particular purpose, no implied warranty of title or noninfringement and no implied warranty arising by usage of trade, course of dealing or course of performance is given or made by STM or shall arise by or in connection with any sale or provision of products by STM, or Buyer's use of any products, or STM's and/or Buyer's conduct in relation thereto or to each other, and in no event shall STM have any liability or obligation whatsoever under or in connection with any such warranty with respect to any products.**

- 9. LIMITATION ON STM'S LIABILITY:** Buyer acknowledges that no guarantees or assurances have been made as to the results that may be obtained from the use of the products sold hereunder whether used singly or in combination with other items. Buyer acknowledges that it does not rely on, and waives any claim relating to, any recommendation or instruction given to Buyer by STM or any of its representatives regarding the specifications, storage, handling or use of products purchased and sold hereunder, which recommendation or instruction shall be followed or acted upon by Buyer entirely at Buyer's own risk.

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10. **STM's LIABILITY AND BUYER'S EXCLUSIVE REMEDY:** In connection with the sale or use of products sold hereunder (whether based on contract, negligence, breach of warranty or otherwise), shall be strictly limited to STM's obligations as specifically and expressly provided in the limited warranty set forth above. Except as specifically provided in such limited warranty, STM shall have no liability, obligation or responsibility of any kind, in any way or to any extent for any losses, expenses, costs, damages or liabilities for any representation or warranty of any kind with respect to the products (or the performance thereof), or arising in any way or in connection with the purchase by or use or sale of the products by Buyer, even if STM has been advised of the possibility of such damages. In no event whatsoever shall STM have any liability, obligation or responsibility for any indirect, incidental, consequential, special, or exemplary damages arising in any way in connection with the products or their sale or use, including but not limited to damage to property, injury to persons, loss of use of the products or any item with which such products are used, lost profits, or delays or inconvenience. In no event whatsoever shall STM have any liability to Buyer, arising out of or in connection with the sale or use of the products sold hereunder, the transactions contemplated hereby, or STM's or Buyer's conduct or actions in relation to any of the same or to each other, in an amount in excess of, and STM's liability shall be strictly limited to, the amount(s) actually received by STM from Buyer as purchase price for the products which give rise to STM's liability.
11. **INDEMNIFICATION:** Buyer agrees to indemnify, hold harmless and defend STM (and its employees, subsidiaries, affiliates, successors, assigns and agents) from and against any and all judgments, liabilities, damages, losses, expenses and costs (including, but not limited to, court costs and attorneys' fees) incurred or suffered by STM, which relate to or arise out of (a) Buyer's use, handling, sale or distribution/sale of the products sold hereunder; (b) Buyer's breach of any representation, warranty or obligation hereunder; and/or (c) the infringement or violation of any third party's intellectual property or other rights arising out of or in connection with STM's use of specifications, materials or other items provided to STM by Buyer.
12. **WAIVER:** STM shall not be deemed to have waived any provision hereof, or any breach by Buyer of any provision hereof, unless such waiver is specifically set forth in writing and executed by an authorized officer of STM. No waiver by STM of any provision hereof or any breach by Buyer hereunder shall constitute a waiver of such provision on any other occasion or a waiver of any other breach by the Buyer.
13. **FORCE MAJEURE:** In no event shall STM have any liability to Buyer for any delayed performance or nonperformance by STM which results, in whole or in part, directly or indirectly, from any cause beyond the reasonable control of STM. Such causes shall include (but shall not be limited to) acts of God, wars, riots, civil disturbances, strikes, labor disputes, fires, storms, floods, earthquakes, natural disasters, inability to obtain or use raw or component material or parts, labor, equipments, facilities, or transportation, and acts of any government or agency thereof. Buyer's order will be deemed suspended for so long as any such cause prevents or delays STM's performance. In the event of any such suspension, STM shall have the right, at its option, upon notice to Buyer, (a) to terminate its obligation to sell any or all of the products ordered hereunder or (b) to resume performance as soon as practicable after the suspension, and reschedule delivery of the products ordered hereunder to one or more deferred dates to be mutually agreed upon by Buyer and STM, subject to Buyer's payment of any additional charge for any increase in STM's direct or indirect costs occasioned by the suspension of its performance.

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14. **GOVERNING LAW:** These Standard Terms and Conditions of Sale and the transactions contemplated hereby shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of law rules. Jurisdiction and venue in any litigation shall be in the courts of the State of Connecticut exclusively.
15. **SEPARABILITY:** The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect the validity and enforceability of the remainder of such provision, term or condition or of any other provision, term, or condition, and, to the extent possible, such invalid or unenforceable provision shall be replaced by a provision most nearly reflecting the fundamental objectives of the original provision.
16. **AMENDMENTS:** These Terms and Conditions of Sale may not be amended except by written agreement of STM and Buyer expressly referring hereto.
17. **ASSIGNMENT:** Buyer's rights and obligations hereunder may not be assigned or otherwise transferred without STM's express prior written consent.
18. **ACCESS TO FACILITY:** **Buyer, Buyer's customer and upper division tier levels will have limited access within STM. Specific access will be evaluated on a case by case basis.**
19. **MADE IN USA:** **All silver & nickel/silver STM products are manufactured in the USA.**