



General Terms and Conditions
Patriot Bolt, LLC

1. **WARRANTY.** PATRIOT BOLT, LLC warrants that if any product of its manufacture upon examination is found by a PATRIOT BOLT, LLC'S representative to be defective in either workmanship or material under normal use and service PATRIOT BOLT, LLC, at its option, will repair or replace same free of charge including lowest transportation charges but not cost of installation or removal, or have the purchase price refunded, provided that PATRIOT BOLT, LLC receives a written claim specifying the defect within ninety (90) days from date of distributor sale or one (1) year from date of factory shipment, whichever occurs first. PATRIOT BOLT, LLC further warrants that if a service performed by it for BUYER in installation or repair of equipment or parts examination of PATRIOT BOLT, LLC'S manufacture is found by a PATRIOT BOLT, LLC'S representative to be defective in workmanship under normal use and service, PATRIOT BOLT, LLC, at its option, will repair or replace same free of charge including lowest transportation charges or will refund the purchase price thereof, provided that PATRIOT BOLT, LLC receives written claim specifying the defect within ninety (90) days from date of service. The performance of a service by PATRIOT BOLT, LLC with respect to machinery, apparatus, accessories, materials, or supplies provided by BUYER or not manufactured by PATRIOT BOLT, LLC are specifically excluded from PATRIOT BOLT, LLC's warranty. All warranties with respect to machinery, apparatus, accessories, materials or supplies not manufactured by PATRIOT BOLT, LLC shall be limited to their respective warranties of the manufacturers thereof, if any, which PATRIOT BOLT, LLC may be permitted to pass on to BUYER. The effects of corrosion, erosion, misuse, improper installation (if not by PATRIOT BOLT, LLC), neglect and normal wear and tear are specifically excluded from PATRIOT BOLT, LLC'S warranty. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE ARE HEREBY DISCLAIMED. SUBJECT TO CLAUSE 12(c) BELOW, THE FOREGOING EXPRESSES ALL OF PATRIOT BOLT, LLC'S OBLIGATIONS AND LIABILITIES WITH RESPECT TO THE PRODUCTS AND SERVICES FURNISHED BY IT HEREUNDER. The liability of PATRIOT BOLT, LLC, on any claim of any kind, whether based on warranty, contract, negligence or otherwise, for any loss or damage arising out of, connected with, or resulting from this contract, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any equipment covered by or furnished under this contract shall, subject to clause 12(c) below, in no case exceed the purchase price, and upon expiration of the warranty period all such liability shall terminate. The foregoing shall, subject to clause 12(c) below, constitute the sole liability of PATRIOT BOLT, LLC.
2. **ORDER ACCEPTED BY PATRIOT BOLT, LLC.**
 1. All orders received from BUYER are subject to acceptance by PATRIOT BOLT, LLC.
 2. All sales are limited to and expressly made conditional on BUYER'S assent to these typed and printed terms and conditions of sale. In the event

BUYER accepts any articles or services, such performance by BUYER shall be deemed to be upon all the terms and conditions herein contained. Any articles or services PATRIOT BOLT, LLC sells or provides will be deemed accepted by BUYER upon delivery, in the case of articles, or performance, in the case of services. These typed and printed terms and conditions shall apply to the exclusion of all and any terms or conditions which are implied by trade, custom, practice or course of dealing.

3. Terms and conditions on the BUYER'S order form, at variance with terms and conditions stated herein, are binding upon PATRIOT BOLT, LLC only if specifically accepted by a duly authorized representative of PATRIOT BOLT, LLC in writing.
4. Orders accepted by PATRIOT BOLT, LLC cannot be cancelled by BUYER except with PATRIOT BOLT, LLC'S written consent and upon terms that will indemnify PATRIOT BOLT, LLC against loss, including, without limitation, compensation for all costs of performance incurred by PATRIOT BOLT, LLC through cancellation.

5. BUYER may, prior to delivery, make changes in the specifications of the product or the quantity ordered; provided however, any such change shall be subject to written acceptance by the PATRIOT BOLT, LLC. BUYER agrees to pay any and all additional direct or indirect costs occasioned by such change order, and the PATRIOT BOLT, LLC reserves the right to modify or revoke the limited warranty set forth in clause 1 above if it deems that said change will affect the performance of the product. PATRIOT BOLT, LLC shall advise the BUYER of the new delivery date necessitated by any such change.
3. SAMPLES. In the event samples are furnished to BUYER, PATRIOT BOLT, LLC will not assume any liability in connection with the furnishing or use thereof and there will be no agreement of warranty collateral to, or affecting, the furnishing of such samples.
4. PRICE AND PAYMENT.
 1. Unless otherwise stated, legal delivery and prices are EXW (Incoterms 2010) PATRIOT BOLT, LLC's plant and prices do not include transportation charges. Transportation charges, if included, are estimates only and are subject to change.
 2. Taxes Not Included in Price: Except where otherwise prohibited by law, all sales, excise, use or similar taxes or charges by any national, federal, state or local government or relevant authority, which PATRIOT BOLT, LLC may be required to pay or collect, shall be in addition to price stated and shall be paid by BUYER, unless a valid exemption certificate is furnished therefore.
 3. Payment: All accounts are payable within thirty (30) days. PATRIOT BOLT, LLC may demand payment or Irrevocable Letter of Credit (L.O.C.) in advance of shipment if, in PATRIOT BOLT, LLC'S opinion, the credit or financial condition of BUYER is, or is about to become, impaired or PATRIOT BOLT, LLC has insufficient credit history with BUYER. A monthly finance charge of 1.5% (18% annually) shall be imposed on any portion of BUYER'S account not paid within the terms stated on the PATRIOT BOLT, LLC'S invoice from the due date for payment until actual date of payment.
 4. Payments Where Shipments are Delayed: In the event of BUYER caused shipment delays including, without limitation, where BUYER requests delay in shipment or BUYER does not perform inspection BUYER requires before shipment, PATRIOT BOLT, LLC shall have the option of billing for goods when ready for shipment. If material is not ordered out within sixty (60) days after goods are ready, PATRIOT BOLT, LLC will have the option of billing storage charges.
5. DELIVERY.
 1. Shipping Dates: Shipping dates are approximate only and are subject to change.
 2. Unforeseen Delays: PATRIOT BOLT, LLC shall not be liable in damages or otherwise for delays or failure in performance when caused by circumstances, of every nature and description and however arising, beyond PATRIOT BOLT, LLC'S reasonable control, including, without limitation, fire, acts of God, strikes, labor difficulties, acts of governmental or military authority, and/or delays in transportation or in procuring materials. In the event that PATRIOT BOLT, LLC is unable, due to any such occurrence or otherwise, to fulfill its total commitments to all customers, BUYER agrees to accept as full and complete performance by PATRIOT BOLT, LLC, deliveries in accordance with such plan or proration as PATRIOT BOLT, LLC may adopt.
 3. Packaging: PATRIOT BOLT, LLC will provide commercial packaging, adequate under normal conditions, to protect the goods in shipment and identify the contents. Should BUYER request any special packaging, it will be done at BUYER'S expense.
 4. Routing: All goods will be shipped via the most cost effective means of transportation under the circumstances, unless BUYER indicates otherwise. In the event BUYER requests expedited shipping and handling, PATRIOT BOLT, LLC shall comply provided BUYER pays all reasonable expediting and increased shipping fees and expenses. If BUYER provides no routing instructions, PATRIOT BOLT, LLC shall be the sole judge of the best method of routing shipment.

Claims: Claims for loss or damage in transit must be entered and prosecuted by the BUYER. PATRIOT BOLT, LLC will provide reasonable assistance, at BUYER'S expense, upon request.
6. SPECIAL TOOLING. All special tooling required to produce the goods shall remain the property of the PATRIOT BOLT, LLC unless specific arrangements are

otherwise made. In any case, PATRIOT BOLT, LLC'S responsibility is limited to proper design, proper handling in manufacture and storage, and adequate insurance. The BUYER is responsible for costs resulting from: (1) requested alterations, (2) major repairs or replacement caused by normal wear, (3) additional costs incurred when new factors are introduced such as shorter lead time and/or increased rate of delivery. The term "Special Tooling" shall include

such items as molds, dies, forms, jigs, mandrels, fixtures, and other special equipment, except machinery that is required to produce the goods.

7. REJECTIONS AND RETURNS.

1. Notification to PATRIOT BOLT, LLC: BUYER will be deemed to have inspected and accepted any shipment under this contract or performance of services

if, within thirty (30) days after BUYER'S receipt of goods or services, BUYER has not notified PATRIOT BOLT, LLC in writing that such goods or services are rejected, including a detailed description of the grounds therefore.

2. Return of Goods: No goods may be returned by BUYER for any reason without PATRIOT BOLT, LLC'S prior written approval.

8. DISCREPANCIES. If BUYER believes there are or may be any errors, omissions or inconsistencies in the Sales Order Acknowledgement, Invoice, or other documents related or supplemental to its order, BUYER must submit a claim, with satisfactory evidence in support thereof, within sixty (60) days of the date of sale.

9. COLLECTION COSTS. BUYER agrees to pay reasonable attorney fees and legal costs incurred should it become necessary to use such methods to collect any amounts past due.

10. INTELLECTUAL PROPERTY. PATRIOT BOLT, LLC retains all rights, title, and interests in any intellectual property rights embodied in or associated with its products and services furnished hereunder. Unless the PATRIOT BOLT, LLC and BUYER mutually agree otherwise in writing, PATRIOT BOLT, LLC owns all rights, title, and interest in any custom developments relating to its products and services, including all rights, title, and interest in all worldwide copyrights, trade secrets, trademarks, service marks, patents, utility models, industrial designs, proprietary rights or other intellectual property. BUYER shall not reverse engineer, modify, decompile, analyze the composition of, create other works from, or disassemble any of PATRIOT BOLT, LLC'S products.

11. PATENT INFRINGEMENT.

1. Should the goods furnished by PATRIOT BOLT, LLC be of such a nature that the design therefore is supplied by BUYER, or should the goods be labeled or marked with a trademark or trade name requested by BUYER, the BUYER agrees to defend PATRIOT BOLT, LLC in any action, either civil or criminal, brought against PATRIOT BOLT, LLC by any third party, for the infringement or misuse of any such patents or trademarks, and BUYER further agrees to hold PATRIOT BOLT, LLC harmless from any damage or loss resulting therefrom.
2. As to any of the goods manufactured according to a design or specifications not furnished by BUYER, PATRIOT BOLT, LLC shall indemnify and save harmless BUYER from any claim that any use or resale of the same in and of itself infringes any patent or patent right if the BUYER within (30) days notifies PATRIOT BOLT, LLC in writing of any such claim and gives PATRIOT BOLT, LLC authority, information and assistance (at PATRIOT BOLT, LLC'S expense) to dispose of such claim and to defend any suit that may be brought against the BUYER or BUYER'S customer thereon. In that event, PATRIOT BOLT, LLC will at its expense, defend any such suit and satisfy any judgment therein to an amount not exceeding the price paid PATRIOT BOLT, LLC for said goods held to infringe. If, in any such suit, an injunction is issued against the further use of said item or any part thereof, PATRIOT BOLT, LLC will at its option and expense either procure for the customer the right to continue using said goods, or replace the same with non-infringing goods, or modify them so that they become non-infringing, or remove said goods and refund the purchase price and transportation and installation costs thereof. PATRIOT BOLT, LLC shall not be liable in any respect except as aforesaid, including without limitation, for any claim of infringement settled by BUYER without PATRIOT BOLT, LLC'S consent. The foregoing expresses all of PATRIOT BOLT, LLC'S obligations and liabilities as to patents.

12. GENERAL PROVISIONS.

1. EXPORT CONTROLS. The commodities, materials and related information covered by this invoice may be subject to the export control laws.

The purchaser/distributor shall not knowingly sell, export, transfer or dispose of, whether directly or indirectly, the commodities, materials, and related information covered by this invoice to countries, destinations, or end

users that are prohibited under law. Further, the purchaser/distributor shall not commit to any order placed by or for any firm which is disallowed under law. Any orders originating from, or which will result in delivery to, prohibited individuals or entities located within or controlled by any country subject to restrictions under export control laws, may not be filled without the prior authorization and approval of the relevant government.

2. **Modifications of Contract:** It is agreed that there is no other contract in force between BUYER and PATRIOT BOLT, LLC and no alterations, amendments or modifications to this agreement shall be binding unless agreed to in writing by PATRIOT BOLT, LLC. Should PATRIOT BOLT, LLC by any words, acts or writing, waive or be deemed to have waived any of the provisions of this agreement, or should PATRIOT BOLT, LLC fail to insist upon performance by BUYER of one or more of the terms herein, such action or failure on PATRIOT BOLT, LLC'S part will in no way be deemed to imply or otherwise constitute a waiver of any other terms contained in this agreement.
3. **Limitation of Liability:** Under no event shall PATRIOT BOLT, LLC be liable for any claims for special, indirect, incidental, collateral, consequential, punitive, or special losses or damages. PATRIOT BOLT, LLC shall not be liable for any risk, damage, or loss occasioned by PATRIOT BOLT, LLC'S performance of a service with respect to machinery, apparatus, accessories, materials, or supplies provided by BUYER or not manufactured by PATRIOT BOLT, LLC.
4. **Choice of Law:** It is expressly agreed and understood that this agreement shall be governed and interpreted under the laws of North Carolina.
5. **Severance:** If any court or competent authority finds that any provision of the agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the agreement shall not be affected. If any invalid, unenforceable or illegal provision of the agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
6. **Third Party Rights:** A person who is not a party to this agreement shall have no rights under or in connection with it.