

TERMS AND CONDITIONS

DEFINITIONS:

The term “Seller” shall refer All Flex Inc., a Minnesota corporation, and the term “Buyer” shall refer to a business entity purchasing products from Seller as more specifically identified on the face of a purchase order for the Products. The term “Products” shall refer to Seller’s products which are being purchased by Buyer.

ACCEPTANCE:

Any order for the purchase of Products from Seller shall be subject only to the Terms and Conditions set forth herein and to the acceptance by Seller in writing. Any conflicting terms and conditions in a purchase order using Buyer’s form of purchase order or any other written instrument which conflict with the Terms and Conditions set forth herein shall not be binding on Seller unless agreed to in writing by Seller.

CANCELLATION:

Purchase orders are not subject to cancellation or modification by Buyer, in whole or in part, after Seller’s acceptance of the purchase order, except with Seller’s prior written consent.

PRICES:

Unless otherwise herein stated, the prices set forth on a purchase order accepted by Seller shall be final and any transportation charges shall be due at the date of shipment. Unless otherwise indicated on the face of a purchase order accepted by Seller, all prices are F.O.B. point of shipment and do not include any cost for freight, which may be prepaid for Buyer’s account, any costs or charges for insurance or any applicable sales, use, transfer, excise or other taxes, tariffs or custom duties, all of which are the responsibility of Buyer whether paid by Seller or Buyer.

TERMS OF PAYMENT:

Payment shall be due thirty (30) days from date of invoice submitted by Seller to Buyer unless otherwise agreed in writing by Seller. Buyer shall pay Seller’s costs of collection of any past due amounts including Seller’s reasonable attorneys’ fees.

CREDIT AND REMEDIES:

If Buyer fails to fulfill Seller’s terms of payment or if the financial or business condition of Buyer shall become impaired or unsatisfactory to Seller, Seller may refuse further shipments to Buyer or purchases by Buyer until such payments are made or may, at its option, cancel the unshipped balance without prejudice to any other rights which Seller may have against Buyer hereunder or under applicable law. Shipments and deliveries shall at all times be subject to approval by Seller of Buyer’s credit. All remedies provided herein shall be cumulative and in addition to any other remedies provided by law or in equity.



AS9100/ISO 9001



Named Key Supplier



UL Certified



Member



ITAR Registered

9/30/2013

1705 Cannon Lane • Northfield, MN 55057
www.allflexinc.com • www.allflexheaters.com
(877) 663-7162

TITLE AND RISK OF LOSS:

Title to the Products purchased by Buyer and risk of loss of all Products shall pass to Buyer upon delivery by Seller to Buyer's designated carrier or to a common carrier F.O.B. point of shipment.

DELIVERY DATES:

Delivery dates set forth on a purchase order accepted by Seller are subject to change and are predicated on conditions existing at this time. Seller shall do everything reasonable to meet delivery dates, but shall not be responsible for any loss or damage of any kind or nature whatsoever caused by any delay in delivery irrespective of the cause of such delay.

FORCE MAJEURE:

In addition to other limitations stated herein, Seller shall not be liable for any delay in Seller's performance due to fires, strikes, labor disputes, war, terrorist acts, civil commotion, embargoes, floods, delays in transportation, shortages or failure of supply, fuel, power of transportation, breakdown of equipment, acts of God, or other circumstances beyond Seller's reasonable control.

WARRANTY:

Seller warrants that all Products purchased by Buyer will conform to applicable Product specifications at the time of delivery to Buyer. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING HEREBY EXPRESSLY EXCLUDED. IT IS THE SOLE RESPONSIBILITY OF BUYER TO DETERMINE THE ADEQUACY OF ALL PRODUCTS PURCHASED BY BUYER FOR ANY INTENDED SPECIFIC PURPOSE OR USE.

INSPECTION AND REJECTION:

Buyer shall inspect and accept or reject Products purchased from Seller within ten (10) days after delivery thereof to Buyer's location, and all Products delivered shall be conclusively deemed accepted by Buyer and in conformance with specifications unless rejection is made or specific objection or notice of non-conformity is given to Seller in writing within such 10-day period. All non-conforming Product rejected by Buyer must be returned to Seller in the condition delivered to Buyer after obtaining Seller's direction for the return of the defective Products. Seller will accept responsibility for line rejects for a period of up to 6 months, provided that Seller confirms that reject is the responsibility of the Seller.

LIMITATION OF REMEDIES:

Buyer's sole remedy, and Seller's sole liability for non-conforming goods rejected as provided herein, shall be limited to replacement of the Products or, at Seller's option, refunding the portion of the price of such non-conforming Products paid to Seller. In no event shall Seller's liability for any claim, loss, costs or damages relating to any Products shipped, stored, sold or delivered hereunder exceed the purchase price therefore, nor shall Seller be liable for any loss,



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charges or damages resulting from its inability to procure any Products ordered by Seller or for delays or failure to deliver Products hereunder. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHER FORM OF ACTION, EVEN IF SELLER HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

ENTIRE CONTRACT:

No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, purporting to modify these Terms and Conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on the Seller unless made in writing and accepted in writing by Seller.

APPLICABLE LAW AND VENUE:

Any dispute which arises between Seller and Buyer concerning these Terms and Conditions or any other aspect of their relationship shall be interpreted, and construed in accordance with the laws of the State of Minnesota without regard to conflict of laws provisions applying the laws of other jurisdictions. Attorneys' fees and costs incurred by Seller in connection with any legal action or proceeding with respect to the collection of any invoices which are in arrears shall be the responsibility of Buyer



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