

1. **Warranty and Disclaimer.** Stockwell Elastomerics Inc. (Stockwell or Seller) expressly warrants to Purchaser/Buyer that its product is free from defects in workmanship for the shelf life of the product or twelve (12) months from the date of manufacture, whichever is less, provided that the product is stored in accordance with the storage requirements. Purchaser acknowledges that the shelf life of each product varies and, depending on the shelf life of the product, the warranty period may be substantially shorter than twelve months. This warranty is given in lieu of all other warranties. Stockwell makes no warranty of or for the product for a specific purpose. No provisions, representations, diagrams, drawings or pictures contained in any product literature, price list, catalogue, purchase order, product data sheet, order acknowledgment, invoice, delivery ticket, or any other communication by Stockwell, including information on Stockwell's website or representations made by Stockwell's employees or agents, constitute express warranties. Results of tests and recommendations included in communications of Stockwell do not constitute express warranties. To the extent sample products were provided to or examined by Purchaser, the samples do not constitute express warranties. Since many factors may affect the use and performance of an Stockwell product in a particular application, including, among others, the product selected for use, the conditions in which the product is used, the time and environmental conditions in which the product is expected to perform, the materials to be used with the product, the surface preparation of those materials, and the application method for the product, or the assembly of the product. Purchaser accepts responsibility for determining whether Stockwell's product is fit for a particular purpose and suitable for purchaser's method of application. Stockwell manufactures product to the specification and/or drawing of the customer/purchaser.

2. **Changes to Products.** Stockwell will continuously monitor the supply chain to ensure that materials are available to support manufacturing of products. Stockwell will make change notifications when necessary or determined by previously agreed terms with the Purchaser. If there is a product discontinuance or other situation arises in the supply chain, Stockwell will make communication to Purchaser as soon as practical, including alternate recommendations.

3. **Developmental and Experimental Samples and Materials.** Stockwell makes no warranty as to sample / experimental / development materials or products.

4. **Remedy and Indemnification.** Purchaser's exclusive remedy and Stockwell's sole obligation for any breach of warranty under these Terms and Conditions is limited to, at Stockwell's option, either: 1) replacement of Stockwell's product, or 2) reimbursement of the purchase price of Stockwell's product. Stockwell DISCLAIMS ANY OTHER OBLIGATION OR LIABILITIES ARISING OUT OF BREACH OF WARRANTY. Stockwell will not be liable for any loss, damage, expense or consequential, incidental, or special damages of any kind arising from any breach of warranty or other breach of the Terms and

Conditions, either in contract, tort, product liability or otherwise. Purchaser assumes all risk and liability for loss, damage or injury to any person or to the property of itself or others arising out of the use of Stockwell product or any product of Purchaser, except to the extent such loss results from a defect in Stockwell Product that was both: a) not visible on reasonable inspection by Purchaser and b) caused by Stockwell negligence. In addition to the foregoing, Purchaser agrees to defend (including payment of attorney's fees), indemnify and hold harmless Stockwell from any liability because of any use of Stockwell product or any product of Purchaser. Stockwell agrees to cooperate in the defense of any claim for which Purchaser defends, indemnifies, and holds Stockwell harmless.

4a. Stockwell Returns Policy:

Stockwell may accept returned raw material (not converted material) – subject to a 20% restocking fee (to be agreed in advance of return by both parties)

Acceptable Return Timeframe: up to 1 year from ship date,(or expiration date whichever is shorter)

No Expired Material / Product will be accepted for return.

All material returns must be approved by Stockwell (MRA/RMA issue is the approval), Stockwell requests material to be returned with 10 business days of RMA issuance.

Credits issued after Stockwell evaluation, credits only considered for customers in good standing.

Stockwell will issue credit for freight claims as claims are paid / approved by carrier (lost or damaged)

Stockwell will make a determination of the claim, targeting 30 days after material return.

Credit may be withheld for product/parts that cannot be returned. New Items may not be credited.

5. Time Limit. No action, suit or other legal proceeding may be brought in connection with the transactions contemplated by these Terms and Conditions unless it is commenced within one year after the delivery of Stockwell product in issue.

6. Force Majeure. Stockwell shall not be liable for failure to perform its obligations caused by forces beyond its control including, but not limited to: strikes or other labor disturbances; inability to obtain equipment, parts, materials or supplies; acts of governments or of agencies thereof; fires; storms, floods or other natural disasters; machinery breakdowns; failure of utilities; war; embargoes; civil disturbances; acts of God. In the event of any such condition: 1) Stockwell time for performance will be extended during the condition

and for a reasonable time thereafter; 2) Stockwell reserves General terms and conditions of sales – the right to allocate equitably, taking into account contractual commitments; and 3) which is permanent or occurs for an unreasonable length of time, Stockwell is excused from performance.

7. Acceptance of Order. All orders are taken subject to the acceptance of the main office in Philadelphia, Pennsylvania.

8. General. These Terms and Conditions constitute the final, entire and exclusive agreement between Stockwell and Purchaser. No term of buyer's purchase order or release document which is inconsistent with these Terms and Conditions shall be applicable hereto or binding upon Stockwell. These Terms and Conditions are governed by and to be construed under the terms of Pennsylvania law. No agent, employee or representative of Stockwell has any authority to bind Stockwell to any affirmation, representation or warranty concerning Stockwell Product unless such affirmation, representation or warranty is expressly included in these Terms and Conditions. All modifications to these Terms and Conditions must be made in writing and signed by Stockwell and Purchaser.

9. Terms of Payment: Seller may invoice Buyer upon shipment for the price and all other changes payable by Buyer in accordance with the terms as agreed; demonstrated by quote or order acknowledgement. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to the Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

10. Terms of Shipment: Risk of loss for items purchased from Stockwell passes to Purchaser upon delivery of the items to the carrier (at Stockwell location or specified address) unless special agreements are made at the time of contract shipment. Stockwell is not responsible for any packages lost or damaged in transit, but we may offer our assistance to report and settle said claims with Shipper.