

1. DEFINITION.

In these Conditions the following expressions shall have these meanings:

- (a) "The Seller"- Dalau Incorporated.
 (b) "The Buyer"- any Person, Persons, Firm, or Corporation purchasing Goods from the Seller. If more than one, their liability hereunder shall be joint and several.
 (c) "The Goods"- Any Substance, Material, Article, Product or Service to be sold to the Buyer.
 (d) "The Contract"- Any Contract for the supply of Goods by the Seller to the Buyer, including the purchase order appearing on the reverse of this document.

2. CONDITIONS.

These Conditions shall apply to all Contracts made between the Seller and the Buyer. These Conditions and any Conditions contained in any Quotation or Estimate given by the Seller to the Buyer shall constitute the entire Contract between the Seller and the Buyer. There are no terms, conditions, understandings or agreements between Seller and Buyer other than those stated herein and prior proposals, quotations and negotiations are merged herein. No terms and conditions in any way altering or modifying the provisions hereof shall be binding upon Seller unless in writing and signed by an authorized representative of Seller.

3. OFFER AND ACCEPTANCE.

A Quotation or Estimate given to the Buyer by the Seller shall not constitute and offer to sell the Goods. Any Purchase Order received by the Seller, whether or not in response to such a Quotation or Estimate, shall only be binding on the Seller at such a time as the Seller gives to the Buyer a written purchase Order Acceptance document specifying the Quantity, Specification and the Quality of the Goods to be supplied and an estimate of the time of delivery. No modifications or alterations of the provisions hereof shall result from Seller's shipment or delivery of goods following receipt of Buyer's Purchase Order, shipping order or other forms containing provisions, terms or conditions in addition to or in conflict with or inconsistent with the provisions hereof.

4. DELIVERY.

- (a) Any date named by the Seller for dispatch or delivery of the Goods is given and intended as an estimate only and does not form part of the Contract.
 (b) In the event that the Seller agrees to supply to Goods by installments, the Buyer shall pay the Seller the price for each installment delivered in accordance with the Terms specified on the Seller's Purchase Order Acceptance document. Failure to make a payment within the stipulated time entitles the Seller at his option to either suspend manufacture, preparation, dispatch or delivery of further installments of the Goods until such time as payment is received from the Buyer or to terminate the Contract.
 (c) Should the Contract be terminated in accordance with (b) above the Buyer will be liable to the Seller for the price of all Goods actually delivered or completed and ready for delivery. The Seller further reserves the right to claim the fair and reasonable price for any partly completed Goods, based on manufacturing costs up to the date of termination of the Contract. The price as aforesaid shall in the absence of agreement be determined by an arbitrator selected pursuant to the rules then in force of the American Arbitration Association in Boston, Massachusetts. Any claim hereunder by the Seller shall be without prejudice to its other legal rights to seek further compensation for its loss including loss of profit.
 (d) Due to the specialized manufacturing processes used to produce components, and unless it is otherwise stipulated in writing, the Seller reserves the right to produce and ship at Buyer's expense, manufactured components of up to 110% of the quantity specified by Buyer.

5. PRICE.

- (a) The Seller reserves the right to increase prices by an amount equal to variations in the cost of Materials and/or Labor and/or Currency variations and/or Freight variations incurred by the Seller after the date on the Seller's Purchase Order Acceptance document.
 (b) In the event of a price increase, a Notice of Increase will be sent to the Buyer whereupon the Buyer may be subject to the terms hereof, elect to terminate the Contract on written notice served on the Seller within ten days of the date of the Notice of Increase. Should such election be made then the Buyer shall be bound to pay for Goods completed up to and including the date upon which the Buyer's notice is received. If no such notice is received by the Seller then the Buyer shall be bound to accept and pay for the Goods at the increased price.

6. PAYMENT.

- (a) Unless otherwise agreed in writing time of payment is of the essence of the Contract. All accounts are payable in accordance with the Terms and procedures contained on the Seller's Purchase Order Acceptance document or Sales Invoice.
 (b) If the Buyer shall fail to take delivery of any Goods under any Contract within 14 days of the date of the notification that they are ready for delivery the Seller shall have the right to present its Sales Invoice for payment at any time after the expiration of the said period and payment shall be due thereon as if delivery has been made.
 (c) Should Buyer fail to make payments when due, the Seller shall be entitled to collect from Buyer all of its costs of collection or enforcement of this contract, including reasonable attorneys' fees. All payments, which are untimely, shall bear interest at the rate of 2% per month until paid in full.

7. TITLE AND RISK.

- (a) Title to Goods sold to a Buyer shall pass to the Buyer on delivery to the Buyer or to a Carrier or Agent nominated by the Buyer, and Risk of Loss or Damage to the Goods shall pass to Buyer at the same time.
 (b) In the case of export sales, Title and Risk of loss shall pass to the Buyer in accordance with the relevant shipping documents.
 (c) Title in any Tools, Dies, Molds, and Fixtures of any description which are developed by the Seller or made under a Purchase Order or other instruction from the Buyer shall remain in the Seller and the Seller shall not be bound to disclose to the Buyer the techniques of production or Tooling used.

8. WARRANTY AND LIMITATION OF LIABILITY.

- (a) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO THE MERCHANTABILITY OF THE GOODS OR THAT THE GOODS ARE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH BUYER INTENDS TO USE THEM ARE HEREBY DISCLAIMED. THE SELLER SHALL IN NO WAY BE RESPONSIBLE FOR THE IMPROPER USE OF THE GOODS AND THE BUYER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF GOODS. Seller shall not be liable for consequential damages, directly or indirectly, arising out of the use of the Goods herein sold. Seller's liability hereunder, either for breach of warranty or for negligence, is expressly limited, at the option of the Seller:
 (i) To the replacement at the agreed point of delivery of any Goods found to be defective, or not to conform to the specifications set forth herein;
 (ii) To the repair of such Goods; or
 (iii) To the refunding or crediting to the Buyer of the price of the Goods, which are defective or do not conform.
 (b) The Buyer shall promptly and carefully examine the Goods on receipt of same and shall notify the Seller of any discrepancy regarding the Quantity or Specification or Quality of the Goods delivered and the Quantity or Specification or Quality of the Goods described on the consignment Packing, Delivery or Invoice document related to the Goods or any defect in the Goods reasonable discoverable during the afore-mentioned examination. The Buyer shall give the Seller written notice of such discrepancy or defect within 14 days of receipt of the Goods making reference to the Buyer's and Seller's Contract number. If Buyer gives no such notice to Seller, the Seller shall be discharged from all liability in respect of such discrepancy or defect.
 (c) The Seller may on request, advise the Buyer on the characteristic qualities and use to which the Goods may be put in general. However, the Seller has no special knowledge of the technical requirements for the use of the Goods in the Buyer's trade or business or that of the ultimate user or consumer and consequently the Buyer must therefore rely upon his own skill and judgment in this respect.
 (d) The Seller warrants that the Goods are believed to be free from defects of workmanship and materials and the Seller undertakes subject to clause (a) hereof to replace or at its option to repair Goods found to be defective within 12 calendar months of the date of delivery.

- (e) In the event of any claim presented under warranty being found on investigation by the Seller either to be outside the scope or duration of the warranty or the fault being unconfirmed the Seller reserves the right to charge the Buyer the costs of such investigation and repair.

9. CANCELLATION/EVENTS BEYOND SELLER'S CONTROL.

If by reason of any circumstances beyond the control of the Seller, including but not limited to, provisions of law or government regulations, accident, explosion, fire, windstorm, flood or other casualty, strike or other labor difficulty, riot, war, insurrection, shortage of or inability to secure labor, raw materials, production, or transportation facilities or acts of God, the Seller shall be unable to manufacture, dispatch or deliver the Goods or any part thereof or to install the same, the Seller in its complete discretion may cancel the Contract in respect of the Goods affected by such circumstances where upon the Buyer shall accept and pay for all Goods delivered, work executed and expenses incurred in connection with the Contract up to the date of such event and the Seller shall from such date be under no further liability under the Contract. No goods may be returned for credit and no order may be cancelled or changed in whole or in part without the prior written consent of Seller. EVENTS BEYOND SELLERS CONTROL. Seller shall not be liable for any failure or delay in shipment or delivery of Goods resulting from any cause beyond Seller's control including those set forth above.

10. BREACH OF CONDITIONS AND MULTI-CONTRACTS.

If the Buyer shall be in breach of, or shall not have fully complied with the Terms and Conditions of any Contract subsisting between the Buyer and the Seller, then at any time after such breach of non-compliance, the Seller shall be entitled to stop further production under any Contract subsisting between the Buyer and the Seller on giving prior notice thereof to the Buyer. If the Buyer continues in breach then the Seller may recover from the Buyer a fair and reasonable price for the work done and the materials used under all such Contracts then in existence. For these purposes a "fair and reasonable price" shall be determined in accordance with the procedure set out in clause 4(c) above. Thereafter the Seller shall be under no liability to carry out further work or supply further materials under any subsisting Contract with the Buyer.

11. INDEMNITY.

The Seller shall not be liable to the Buyer for any infringement of any Patent or other intellectual property right of any third party arising from the Seller's compliance with the Buyer's Purchase Order or other instruction. In the event of any claim being made against the Seller for infringement of any Patent or other intellectual property right, whether of the Buyer or any third party arising from the Seller's compliance with the Buyer's Purchase Order or other instruction, the Buyer shall indemnify the Seller against all such claims, damages, fines, penalties, attorney fees, compensation and costs incurred in any action, demand or proceedings arising therefrom.

12. WAIVER.

Failure or neglect by the Seller to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of the Seller's rights hereunder nor in any way affect the validity of the whole or any part of the Contract nor prejudice the Seller's rights to take subsequent action for the same or any subsequent breach. In the event of a conflict between the terms and conditions appearing herein, and any terms contained in Buyer's Purchase Order or other documentation, the terms and conditions stated herein shall be controlling.

13. HEADINGS.

The headings of the Conditions herein contained are inserted for convenience or reference only and are not intended to be part of or to affect the meaning of any of the Conditions.

14. SEVERABILITY.

In the event that any of these Conditions shall be determined to be invalid, unlawful, or unenforceable to any extent such Conditions shall be severed from the remaining Conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

15. VENUE AND LAW.

Seller and Buyer agree that all contracts between them may be construed in accordance with the laws and decisions of the State of New Hampshire, which state can have jurisdiction of any matters or controversies arising out of this contract or the relationship between the Buyer and the Seller.

La traduction française des conditions de ventes est disponible sur demande de votre part.
 Eine deutsche Übersetzung dieser Verkaufsbedingungen ist auf Wunsch erhältlich.
 WE THANK ALL OUR CUSTOMERS FOR THEIR VALUED BUSINESS.

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