

J & L PLASTIC MOLDING, LLC
PLASTIC MOLDING AGREEMENT AND TERMS OF SALE

The attached quotation for services and products is subject to the following terms and conditions:

1. **APPLICABLE TERMS:** All sales by J & L Tool Company Inc. (*hereinafter Seller or J & L*) to Buyer or an additional purchaser, whether initiated by written purchase order, facsimile, electronic means, telephone or any other method, will be subject to the terms of this Agreement. All renewal orders will be subject to the terms of this Agreement. These terms and Agreement may only be modified in writing, signed by Buyer and Seller. By purchasing products from Seller, Buyer confirms its agreement with these terms and waives any claims for lack of authority to enter into this Agreement. Buyer by purchasing products from Seller also confirms that even if Buyer sends Seller another form of agreement or terms, or modifications to these terms, and Seller does not specifically accept agreement, terms or modifications in a signed writing, these terms shall govern.
2. **RISK OF LOSS:** Title and risk of loss or damages to Seller's molds and goods for Buyer will pass to Buyer at the time such Products are first delivered to a commercial transportation carrier for shipment, or to Buyer's private transportation carrier. Buyer agrees that risk of loss to any goods, molds or tools supplied to Seller and stored and maintained by Seller shall be Buyer's risk and responsibility. Buyer shall maintain insurance coverage for said goods, molds and tools supplied to Seller and agrees to defend and hold harmless Seller from any and all demands, claims, causes of action, lawsuits, appeals, damages, injuries or judgments, including attorney's fees and court costs, arising from the loss of these molds and tools while held and used by the Seller.
3. **SPECIFICATIONS AND TOOLING:** The attached quote is based upon specifications provided by the Buyer. Buyer is responsible for supplying a 3D CAD file for goods and tooling approved by Seller unless otherwise indicated on quotation. Customer is responsible for submitting tolerances in the form of a dimensional drawing or correspondence. Seller is responsible for meeting the dimensional integrity of tooling to the approved and supplied specifications provided by Buyer's 3D CAD file, but Buyer acknowledges Seller waives any responsibility for adverse warp, shrink, or bow to goods that could be affected by material selection and part design, or variations in molding material beyond Seller's control. Seller takes no responsibility for the accuracy of the Buyers supplied 3D CAD files and drawings. Any additional tooling required as a result of inaccurate or incomplete files or designs will be billed at quoted rates.
4. **PRICE QUOTES:** All prices quoted in the attached quotation will remain unchanged for 30 days. Orders are subject to final acceptance by Seller and subject to the terms herein. Seller reserves the right to correct all price quotes.
5. **MODIFICATIONS:** If the Buyer does not supply tolerances at the start of the tooling project or molding project, the Buyer will be responsible for all modification costs required to meet tolerances and dimensional requirements.
6. **DELIVERY:** Unless otherwise agreed in writing, the Buyer will pay delivery, duty, (if any), and insurance charges. Seller does not accept liability for any delay in delivery once goods are delivered to commercial carrier or private carrier. Seller also will not be responsible if Seller's performance of any obligation hereunder becomes impossible or commercially unreasonable due to any cause or event beyond Seller's reasonable control, including without limitation, acts of God, acts of any government authority, acts of Buyer, acts of terrorism, war, civil disturbance, labor disruption or strike, fire, explosion, release of dangerous or hazardous materials, inability to obtain necessary raw materials, utilities, transportation, machinery or services, and any similar or dissimilar cause or event. Buyer agrees to accept delivery and to pay at the rate herein quoted and invoiced for the actual quantity or weight (as may be set forth in the quote) of product delivered by Seller, this amount includes any overages and/or shortages delivered by Seller but said amounts will not exceed 5% of the total quantity ordered for each product.
7. **LIMITED WARRANTY:** Any claim in anyway arising out of this agreement must be commenced within one (1) year of the delivery date. Seller warrants its goods, tooling and manufacturing against defects for Ninety (90) days subject to the following: Seller warrants that goods manufactured by it have been manufactured in accordance with its standard practices. Unless expressly agreed upon in writing by Seller and Buyer, all goods, tools and materials shall be furnished subject to Seller's standard tolerances and variations. If Seller's manufactured and tooled products fail to function properly under normal and proper use because of defects in material or workmanship and written notice thereof is given to Seller no later than Ninety (90) days after date of receipt of such goods by Buyer, Seller (reserving the right to either inspect such defective products or request the return to Seller) will at its sole option, credit, repair, or replace products determined by Seller to be defective, provided that the product shall not have been altered or repaired after shipment to Buyer. Buyer agrees that any custom orders manufactured by Seller to Buyer's specifications, Seller only warrants that they conform to Buyers written specifications. Seller shall not be held liable to any third parties for use of Seller's products once delivery is made to Buyer. This Limited Warranty is given only to the original Buyer and it may not be transferred or assigned to subsequent purchasers or transferees of the product. **IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF THE PRODUCT SOLD HEREUNDER. THE FOREGOING STATES SELLER'S ENTIRE AND EXCLUSIVE SOLE REMEDY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OF GOODS AND PRODUCTS HEREUNDER WHETHER**

SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE. SELLER WILL IN NO EVENT BE LIABLE FOR ANY DAMAGE OR EXPENSE ARISING DIRECTLY OR INDIRECTLY FROM ANY DEFECT IN ITS GOODS. SELLER'S LIABILITY FOR LOSSES OR DAMAGES ARISING OUT OF THE SUPPLYING OR USE OF ITS PRODUCTS SHALL IN NO EVENT EXCEED THE PRICE CHARGED FOR THE PRODUCT.

8. **PAYMENT AND JURISDICTION:** Tooling: 50% of the Tooling Cost will be paid upon acceptance of the quote and terms provided herein. The remaining 50% of the Tooling Cost is due upon acceptance of samples provided by Seller to Buyer. Samples will be deemed accepted by Buyer unless Buyer notifies Seller in Writing within 10 days after receipt of the sample product. No parts will be shipped until Tooling Costs have been paid in full. Mold ownership does not transfer until all charges have been paid in full. Production: Seller's terms are Net 30 days based solely upon the date of the invoice issued. Exceptions allowed when authorized in writing signed by both parties. Buyer agrees to pay all costs of collection for unpaid invoices and supplied goods and service and agrees to pay Reasonable Attorney Fees of 15% on all unpaid amounts. All invoices over do by 60 days from the invoiced date will be charged a late fee of 1% of the amounts owing per month owed. The parties agree and consent that all disputes under this agreement will be subject to the laws and jurisdiction of the State of Connecticut.

9. **CANCELLATION:** In the event Buyer or Seller breaches any material term of this Agreement, the non-breaching party may terminate this Agreement after thirty (30) days written notice to the other party if the breach remained uncured. Seller may additionally terminate this agreement immediately upon written notice to Buyer in the event Buyer fails to pay Seller's invoice within the 30 day period provided in this Agreement. If Buyer is in default hereunder, including by failure to pay invoices, Seller may suspend shipments of goods, require cash in advance of deliveries and or reduce payment terms until all invoices are current and Seller receives adequate assurance of future performance. Seller, in the event of default may hold any and all molds, tools or products of Buyer currently in Seller's possession as security against the unpaid and owing balances and Buyer gives Seller a security interest in said property upon default. Buyer will pay any and all costs incurred by Seller upon Breach by Buyer.

10. **SEVERABILITY CLAUSE:** If any provision or provisions of the Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.