

Terms and Conditions of Sale

- 1). **ACCEPTANCE.** The Terms and Conditions of Sales set forth herein shall constitute the sole and exclusive Terms and Conditions of Sales regarding goods sold by Seller to Buyer. Acceptance of Buyer's purchase order by Seller is expressly made conditional upon Buyer's assent to these Terms and Conditions of Sale, whether such assent is by written acknowledgement or by conduct of Buyer that recognizes the existence of this agreement. These Terms and Conditions of Sale constitute *notification* of Seller's objection to and rejection of any terms and conditions of sale, whether contained in Buyer's purchase order or in any *writing*, that are different from or additional to the Terms and Conditions of Sale set forth herein. These Terms and Conditions of Sales shall constitute the entire and complete agreement of the parties with respect to the subject matter hereof, and there are no other promises, conditions, understandings, representations or warranties, oral or written, relating hereto except as set forth herein.
- 2). **WARRANTIES.** Seller's standard publisher **LIMITED WARRANTY** in effect at the time of shipment of the goods shall apply. **THIS LIMITED WARRANTY IS EXCLUSIVE AND IS THE ONLY WARRANTY MADE BY SELLER WITH RESPECT TO THE GOODS SOLD UNDER THIS AGREEMENT. SELLER DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 3). **SELLER'S LIABILITY.** Seller's liability, arising out of supplying of goods, or the use of, whether on warranties or claims of negligence, or otherwise, shall not in any case exceed the cost of correcting defects in the goods as provided for in Seller's **LIMITED WARRANTY, IN ACCORDANCE WITH MISSOURI LAW, IN NO EVENT SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AND BUYER HEREBY WAIVES ANY CLAIM THERETO.**
- 4). **CLAIMS.** If buyer shall fail to inform Seller in writing within 20 days after its receipt of any shipment and before any part of the goods (except for reasonable test and inspection quantities) has been changed from its original condition, that any of the goods are defective or short in any respect. Buyer shall have waived any rights or claim against Seller.
- 5). **DELIVERIES.** Unless otherwise agreed to in writing by Seller, all shipments will be made in standard units. Delivery of the goods to a common carrier at shipping point shall constitute delivery to Buyer and all risk of loss or damage in transit shall be borne by Buyer. Seller will use efforts to meet estimated delivery dates but in no event shall Seller be liable to buyer for any damages claimed resulting from any delay in delivery of goods.
- 6). **FORCE MAJEURE.** Seller shall not be liable for any delays in or impairment of performance resulting in whole or in part from fires, floods, or other catastrophes; strikes, lockouts, or other labor disruptions; wars, riots, embargo delays; government allocations or priorities, shortage of transportation, equipment, fuel, labor or materials; inability to procure supplies or raw materials, severe weather conditions, or any other circumstances or cause beyond the control of Seller in the reasonable conduct of its business.
- 7). **BUYER'S CREDIT.** Credit terms may be changed or withdrawn by Seller at any time without notice to Buyer. At Seller's option, the price of goods shall be payable in cash before shipment. Seller shall not be obligated to make shipment when Buyer is in default under this or any other agreement.
- 8). **TAXES.** All prices are exclusive of any applicable U.S. federal, state or local sales, use, excise or similar taxes imposed on the production, sale or transportation of the goods. All such taxes shall be paid by Buyer. Buyer shall reimburse Seller for any such taxes, excises or charges which Seller may be required to pay in addition to the price payable by Buyer for the goods.
- 9). **HANDLING CHARGES.** Buyer shall have no right to return any goods delivered hereunder. If Seller agrees to the return of any goods, Buyer will pay Seller a handling charge of not less than 25% of the net invoice price of the goods returned.
- 10). **SERVICE CHARGE ON PAST DUE ACCOUNTS.** Payment within the credit term extended herein (if any) is of the essence. If Buyer shall fail to remit on or before the expiration of the credit term period, Seller may, at its option assess a monthly service charge at the legally authorized rate prevailing and where permitted by law, assess attorney fees required for collection.
- 11). **MODIFICATION.** The terms and conditions hereof constitute the entire agreement between Buyer and Seller. No modification, limitation, waiver or discharge of this agreement shall bind Seller unless signed by a duly authorized officer of Seller.
- 12). **TECHNICAL ADVICE.** Seller's warranty shall not be enlarged or amended in any way and no obligation or liability shall arise from Seller's rendering of technical advice in connection with Buyer's order for goods furnished.
- 13). **PATENTS.** Seller neither licenses Buyer to operate under any patent, nor assures Buyer from claims under any patent.
- 14). **GOVERNING LAW.** The validity, performance, construction and effect of this agreement shall be governed by MISSOURI law, without regard to its conflicts of law provisions.
- 15). **CANCELLATION.** Cancellations of orders for standard products will only be accepted by Seller prior to shipping and Buyer will reimburse Seller for all costs associated therewith. Orders for custom products can not be canceled.
- 16). **VENUE AND JURISDICTION.** Venue for any action with respect to the products delivered hereunder or the terms contained herein shall be exclusively in the State or Federal Court serving St. Louis City, Missouri. Buyer agrees and acknowledges that the transaction which is the subject of this invoice occurred solely within the State of Missouri and as such Buyer consents to the personal jurisdiction of the State or Federal Court serving St. Louis City, Missouri. In the event Seller brings an action to enforce its right hereunder, Buyer shall pay all Seller's costs for such enforcement including all attorney's fees.