



Acceptance/Agreement of Terms

Seller agrees to comply with all terms set forth herein and in the Purchase Order (collectively, the "Order"), including all amendments, supplements, specifications, and other documents referred to in the Order. Seller's agreement to these terms and conditions is presumed upon receipt of Wolar's Purchase Order Verification Report, or acknowledgment of Order receipt by Seller. Any proposal for additional or different terms, or any attempt by Seller to vary any of the terms and conditions listed herein is hereby objected to and rejected without expressed written consent from Wolar.

Prices, Payments, and Discounts

Prices

All prices are firm and are not subject to price adjustments. Unless otherwise indicated, any price changes based upon fluctuations in raw material for any unfilled part of the order are subject to approval by Wolar and may not be invoiced until otherwise approved. In the event of incorrect pricing, Wolar has the right to adjust the price or reject the incorrect price at the time of receipt of invoice.

Tax

Any tax imposed on Wolar by any law or government entity on the sale of the product to Wolar shall be an addition to the sales prices of the order.

Payments

Unless otherwise specified in the Order, payment terms are net due 30 days from the invoice date, in US dollars. If the payment date falls on a holiday or weekend, the payment date will be moved to the next business day. If Seller fails to send an invoice, Wolar is not responsible for payment made after the agreed upon payment date. It is Seller's responsibility to ensure the Invoice is sent immediately and correctly to Wolar for payment.

Miscellaneous

Seller's Invoice shall in all cases bear the Order number. To the maximum extent permitted by law, Buyer has the right to reject any Invoice that fails to include the Order number, or otherwise includes an incorrect Order number. No other charges will be accepted unless specifically agreed upon in writing to Seller in an Order revision

Deliveries and Shortages

Deliveries

Seller agrees to deliver the Order in accordance to the Order due date. If for any reason Seller cannot comply with the required delivery date or any other requirements of the order, Seller is required to notify Buyer immediately in writing. If Seller fails to comply with the agreed upon delivery schedule, Buyer may require delivery by the fastest method possible at Seller's cost. In the event Wolar does not hold record of receipt of goods and/or services, Wolar reserves the right to suspend payment until proof of receipt can be provided by Seller to Buyer. Unless otherwise stated on the face of the Order, if Seller fails to deliver all the goods and related documents, Seller shall pay 1% of the total amount of the Order per week or part of the week of delay, up to 15% of the total value of the Order. Where payment to buyer may not be feasible, Buyer may deduct that amount from the total amount due to Seller. The parties agree that such amounts are a reasonable pre-estimate of the damages Buyer will suffer as a result of delay based on circumstances existing at the time the Order was issued and are to be assessed as liquidated damages and not as a penalty.

Title and Risk of Loss

Unless otherwise stated in the Order, Seller is responsible for any freight costs associated with the delivery of the Order to its destination. In the event the Order crosses an international border, Seller shall perform customs clearance as per the applicable requirements, unless otherwise specified in the order. Title and Risk of Loss will pass to the Buyer upon receipt of the Order to the common carrier or upon Buyer receipt.

Shortages

Shortages or difference in shipments must be reported in written form prior to delivery. Wolar reserves the right to take up to ten (10) days to submit in writing any shortages received.

Changes/Rejections

Buyer may make changes at any time within the general scope of the Order to any one or more of the following: a) Drawings or specifications, b) method of shipping or packing, c) time and place of

delivery, d) quantity. Seller shall not proceed with any changes until written request is provided by Buyer to Seller in an Order revision. Cancellation of Orders placed by Wolar can be made only with written acceptance of Seller. Any costs associated with said cancellation, either as a product of or imposed by Seller due to a cancellation are hereby rejected unless otherwise agreed upon in writing by Wolar.

Deferred Deliveries

Wolar reserves the right to accept or deny a written request by Seller to deviate from the agreed upon shipment of an Order. If Seller fails to furnish shipping changes prior to the due date, Wolar reserves the right to cancel the order and/or reject any deliveries attempted outside of the agreed upon date.

Returns

Wolar reserves the right to reject and/or return any order in part or in its entirety which does not comply with the requirements of the Order. Any Order or part of the Order which is rejected and found not in conformance with the requirements of the Order are not subject to any fees associated with a return. Any fees imposed by Seller for returns due to non-conformance are hereby rejected unless otherwise specified in writing by Wolar.

Warranty

Seller agrees that all goods and/or services provided pursuant to the Order will be a) New and of merchantable quality, not used, rebuilt, or made of refurbished materials unless otherwise agreed upon by Buyer in writing; b) fit for the particular purpose for which they are intended; c) free from all defects, relating to workmanship and/or material; d) provided in strict conformance with all specifications, drawings, descriptions, or other requirements approved or adopted by Buyer.

Quality

When requested by Buyer, Seller shall supply real time production and process management data in the form and manner requested by Buyer. Seller shall maintain and supply when requested an inspection, testing and process control system (Quality Management System), covering the goods and/or services provided herein that is acceptable to the Buyer and its Customer(s) and complies with the Buyer's quality requirements set forth on the face of the Order, or otherwise agreed upon in writing by both parties.

Governing Law

This agreement shall be governed by and interpreted in accordance with the substantive law of the State of Texas, excluding its conflicts of law provisions. Venue for any action shall lie in the federal or state courts of Houston, Harris County, Texas.

Entire Agreement

This document, and any documents attached hereto, constitute the entire agreement between the parties. Any changes to this document must be agreed upon in writing by Wolar. No statement, recommendation, or assistance made or offered by Wolar through any of its representatives shall constitute a waiver by Wolar of any of the provisions hereof.