



Acceptance/Agreement of Terms

Purchaser agrees to comply with all terms set forth herein and, in the Sales Order, (collectively, the "Order"), including all amendments, supplements, specifications, and other documents referred to in the Order. Purchaser's agreement to these terms and conditions is presumed upon receipt of Wolar's Order Verification Report, or acknowledgment of Order receipt to Purchaser. Any proposal for additional or different terms, or any attempt by Purchaser 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. Unless otherwise indicated, prices are subject to price adjustments based upon fluctuations in raw material for any unfilled part of the order. In the event of incorrect pricing, Wolar has the right to adjust the price or reject the item affected by the incorrect price at any time.

Tax

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

Payments

Unless otherwise specified in the Order, payment is 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 Purchaser fails to pay any invoice when due, or if the credit or financial situation of Purchaser becomes unsatisfactory to Wolar, Wolar reserves the option to suspend work or further deliveries until Purchaser provides assurance of security to Wolar.

Discounts

If noted of the Order, Purchaser may be entitled to take an early payment discount as agreed upon in the Order. For acceptance of an early payment discount, the date payment was sent must be on or before the agreed upon early payment date. If payment is made by check, the check date must reflect the agreed upon early payment date.

Deliveries and Shortages

Deliveries

Wolar will strive to deliver Purchaser's Order in accordance to the Order due date, however Wolar does not guarantee nor assume liability for failure to meet any delivery dates. Wolar shall not be held liable for failure to deliver according to Purchaser's Order if due to circumstances outside of Wolar's control, including but not limited to: fire, flood, storm, war, terrorism, shortages of material or inventory, change in ordered products, acts of God, or any other similar or dissimilar causes.

Title and Risk of Loss

Unless otherwise stated in the Order, Purchaser 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, Purchaser shall perform customs clearance as per the applicable requirements, unless otherwise specified. Title and Risk of Loss will pass to the Purchaser upon delivery of the Order to the common carrier or upon customer pick-up.

Shortages

Shortages or difference in shipments must be reported in written form to Wolar within ten (10) business days after receipt of goods.

Cancellations

Cancellation of Orders placed with and accepted by Wolar can be made only with written acceptance of Wolar. In the event of a cancellation, Wolar reserves the option to charge Purchaser for all costs involved with: a) all work completed at the unit price; b) work in progress as a percentage of completion thereof times the order unit price; c) raw material, unamortized tooling, and other cancellation or re-stocking fees, plus any handling and/or overhead charges. All cancellation charges shall be determined and presented to Purchaser in a timely manner and are immediately due and payable.

Deferred Deliveries

Wolar reserves the right to accept or deny a written request by Purchaser to delay shipment of an Order. Any agreed to shipping delay

shall not exceed thirty (30) days. If Purchaser fails to furnish shipping instructions prior to the expiration date, Wolar reserves the right to cancel the order and apply any charges associated with said cancellation on the same terms and conditions of payment as outlined under "Cancellations".

Returns

Requests to return product purchased from Wolar will be considered only if the product is in new, resalable condition, and in its original packaging. Custom parts, or non-inventoried items are not eligible for return. All items eligible for return are subject to restocking fees decided upon by Wolar, and shall not be returned unless Purchaser has received a Return Material Authorization (RMA) number from Wolar with return instructions. Wolar reserves the right to reject any offer for return at any time. Any returns accepted by Wolar may result in a credit against future purchases, but not as cash back.

Warranty

Wolar offers no warranty, written nor implied for any product or services sold, except for the warranty of merchantability and fitness for a particular purpose. Wolar agrees to repair or replace without charge, F.O.B. its facility, or at its option to allow credit for, any product which proves to be defective in material or workmanship within fifteen (15) days of receipt of product. In no event will Wolar be held liable for incidental or consequential damages. Product claimed to be defective must be held for Wolar's shipping instructions. No claim for product alleged to be defective will be allowed until Wolar has had reasonable time to examine the product. Wolar's obligation to defective products is expressly limited to the repair, replacement, or at its option, allowing credit for any such products, all as herein provided. This warranty does not cover any losses due to misuse, accident, abuse, neglect, normal wear and tear, or improper installation or application. This warranty extends only to Purchaser, and not to Purchaser's customers or users of Purchaser's products. It is the Purchaser's ultimate responsibility to ensure the product and or services received are to Purchaser's requirements. Wolar shall not be held liable for non-conformances outside of those expressed in this warranty.

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.