



Connecticut Hypodermics Inc. Conditions of sale

1. **PRICES** – All prices quoted are subject to: Change without notice, at any time prior to acceptance of a Customer order; Corrections of stenographic and/or clerical errors; Change due to increase in the cost for raw materials, wages or taxes. Said changes may be communicated to the Buyer either through revision to an existing quotation, or on receipt, and acknowledgement, of the Buyer's Purchase Order.
2. **ADDITIONAL EXPENSE** – In addition to the prices shown herein, the Buyer agrees to pay any excise, retail sales, or usage taxes for which the Seller may be liable.
3. **TERMS** – All terms are Net 30 (thirty) days – 1 ½% (one and one-half percent) charged per month for late charges thereafter.
4. **DELIVERY QUANTITY** – Unless otherwise agreed upon in writing, a 10% (ten percent) overage, or underage shall be allowed. Orders requiring exact quantities may be fulfilled at a higher price.
5. **SHIPMENT** – The method of shipment is understood to be via ground transportation, or the equivalent, unless otherwise specified by the Buyer as a part of their Purchase Order. The F.O.B. is the plant of distribution for all shipments. The Seller accepts no liability for loss or damage suffered in transit.
6. **CHANGE ORDER REQUESTS** – The Buyer shall submit, in WRITING, any request for change to any order accepted by the Seller. The Seller reserves the right to accept or reject any submission for change based upon the manufacturing processes already performed, per the requirements of the original contract. Further, the Seller reserves the right to increase the originally agreed upon purchase price based upon the demands of the change and shall submit said changes prior to their acceptance and/or proceeding with their implementation.
7. **FORCED MAJEURE** – Either party shall be excused for delays in performance, or failure of performance hereunder, to the extent arising from causes beyond such party's control, including without limitation strikes, work stoppage, act of governmental authority, court order, wars, fire, flood, earthquake, or other Acts of God. In the case of any such event, or condition, the party whose performance is excused hereunder shall notify the other promptly thereof and shall make diligent efforts to perform at the earliest opportunity. During any such period of non-performance by one party, the other party shall be permitted to suspend its performance hereunder.
8. **RETURNED GOODS** – All claims for damage, count, and/or issues of quality must be addressed in writing to the Seller's Quality Assurance Department (QA Dept.) within 30 (thirty) days of receipt of the goods by the Buyer. Returned Goods must be accompanied by approval of the Seller's QA Dept. in the form of documentation, which references the Seller's RA (Returned Authorization) number. Whether an RA is authorized, or not, the Buyer holds the Seller harmless for any loss, suit, claim, or damage arising from the use of materials received from the Seller, pursuant to the requirements of this contract. In the case of Buyer supplied materials, the Seller accepts responsibility only for the value of the work performed pursuant to the content of the contract.
9. **PATENT INDEMNIFICATION** – In accepting this Purchase Order, the Buyer agrees to defend, indemnify and hold harmless the Seller, its affiliates, and their respective employees and agents from any liability, claim, legal action or proceeding, judgment, loss or expense, including without limitation reasonable counsel fees, resulting from any claim or any suit charging misappropriation of trade secrets, breach of confidential relationship, trademark, trade secret or copyright infringements worldwide, by the making of the purchase under this Purchase Order, or charging infringement of the United States or foreign patent by any product sold under this Purchase Order, or any element of such product, or by the use of such product, or by material resulting from such use. The Seller agrees to indemnify the Buyer as stated in the foregoing statement as regards the use of the Seller's design, engineering and manufacturing practice that might lead to comparable circumstances.
10. **WARRANTY** – The Seller makes no warranty, either expressed or implied, except that the product provided hereunder conforms to the design, specifications, drawings, samples or other descriptions as may be described in the Buyer's Purchase Order or otherwise agreed upon in writing. The Seller further provides that the product will be free of defects in material and workmanship. The Buyer agrees to hold the Seller harmless as regards liability, judgment, damages, loss or expense, including without limitation reasonable counsel fees, resulting from the Buyer's use or purposes and extends this agreement to include the products into which the product manufactured under this contract are incorporated and its customers and users of the product. Seller shall have no liability for consequential damages.
11. **COMPLETE AGREEMENT** – Acceptance of the Seller's Quotation by the Buyer's Purchase Order by the Seller, is expressly limited to the terms hereof. Seller shall be obligated to perform only in accordance with the terms hereof. Any terms and conditions proposed by the Buyer in any communications, which is different from conflict with, or add to provision of this contract shall be deemed to materially alter them and are hereby objected to and rejected by Seller. Headings used herein are for the convenient reference of the parties and are not intended to amend, modify or limit to any extent the express terms of this agreement. No modification, amendment or waiver of any Term or Condition of this Agreement shall be effective unless set forth in writing and signed by the party against whom enforcement is sought.