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1. **DEFINITIONS:** In these Terms and Conditions of Sale, "Seller" means Corefficient; "Buyer" means the person, firm, company and/or corporation by whom the Purchase Order is given.
2. **THE CONTRACT:** All orders must be in writing and are accepted subject to these Terms and Conditions of Sale. No terms and/or conditions put forward by Buyer and no representations, warranties, guarantees and/or other statements not contained in Seller's quotation and/or Acknowledgement of Order nor otherwise expressly agreed in writing by Seller shall be binding on Seller.
3. **VALIDITY OF QUOTES AND PRICES:** Prices are firm, within 30 days after its marked date, and are exclusive of (a) Value Added Tax and (b) any similar and/or other taxes, duties, levies and/or other like charges arising in connection with the fulfillment of the Contract. Goods delivered EXW (Ex-Works), FOB at Seller's shipping point; exclusive of freight, insurance, handling and any others unless otherwise explicitly stated in the Seller's order confirmation.
4. **ORDER BOUNDARIES:** Minimum order is \$2,500 USD. On Small, Special, Non-Standard or Custom Orders as defined by Seller, Buyer agrees to purchase all leftover material as raw material (coil). Lead Time is 4 to 6 weeks after PO acceptance by Seller.
5. **DESCRIPTION:** Any figures, statements, descriptions, illustrations, photographs, drawings, weights and/or any other matters contained in the Seller's catalogues, pamphlets, price lists and/or advertising literature are not guaranteed to be accurate and are intended merely to represent a general picture of the Seller's products and shall not form part of the Contract nor be regarded as a warranty and/or representation relating to the Goods and/or Services.
6. **PAYMENT:** Payment shall be made in full without set-off, counterclaim or withholding of any kind, and in United States currency; within thirty days of invoicing date, unless otherwise specified by Seller's order confirmation. Any and all extensions on credit and/or modification of payment terms shall be agreed in writing previous to the Acknowledgement of Order Form with Seller's Finance department. Any order for products by Buyer shall constitute a representation that Buyer is solvent. If the Buyer does not pay the whole or any part of the price on the required day then the Buyer shall pay to the Seller on request interest on the amount outstanding from the required day until the actual date of payment at the rate of 2% p.a. over the base rate of Barclays Bank PLC which shall accrue on a daily basis.
7. **DELIVERY PERIOD:** Unless otherwise stated in Seller's order confirmation, all periods stated for delivery or completion run from the Effective Date are to be understood and assumed as estimates only, not involving any contractual obligations. Custom orders have an extended lead-time. Expedited order service is not always available and must be confirmed in writing by Seller, if possible; and additional charges may apply per expedited request.
8. **FORCE MAJEURE:** Force Majeure of any kind generally accepted by the industry, which diminishes, delays and/or prevents production or shipment of the goods, or makes it an unreasonable proposition, shall relieve Seller from its obligation to supply, as long as and to the extent that the hindrance prevails. If due to the aforementioned hindrances, the Seller's suppliers fail to supply it in whole or in part, the Seller shall not be under obligation to purchase from other sources.
9. **DELIVERY, TITLE & RISK:** All supplies and services are sold Free-On-Board (FOB) at the point of origin. Products dispatched (loaded) at said point of origin shall constitute the Act of Transfer of Title to the Products (ownership) between Seller and Buyer, thereafter the Buyer assumes all and any risk to the Products. Buyer shall specify the carrier, method and route for the product shipment and shall pay freight costs in addition to product price. Seller assumes no responsibility for delay, breakage, damage and/or loss after delivery to the carrier as evidenced by "in good order" receipts from the carrier. All claims for loss, damage, delay and others in transit are to be handled by

Buyer directly with the carrier. Seller reserves the right to make partial shipments at its discretion. Shipping schedules and delivery arrangements are made in best effort and good faith. Seller cannot accept liability for penalty or damages resulting from shipping delays. Shipment may be made earlier after due notice and acceptance by Buyer.

10. ORDER CHANGES AND CANCELLATIONS: All order changes and cancellation requests must be submitted in writing to Seller's Customer Service Department, and may be subject to a cancellation charge, solely defined and calculated by Seller. Custom made parts and/or one-off's may be invoiced at full price upon cancellation at any point, solely based on Seller's adjustment.

11. PATENT INFRINGEMENT: To the extent that the items ordered are manufactured to designs, drawings, specifications and/or instructions furnished by Buyer to Seller, Buyer guarantees that the manufacture, sale and/or use of such items will not infringe upon any local or foreign patents.

12. DISCLOSURE OF INFORMATION / PROPERTY OF SELLER: Any information, suggestions and/or ideas transmitted by either Buyer or Seller in connection with performance hereunder are to be regarded as confidential. Furthermore, Seller is not selling, assigning or otherwise transferring to Buyer as a result of the consideration paid under this order any information, technical data and/or drawings which are proprietary to Seller; nor does Seller agree to grant to Buyer any patent rights, title or license without Seller's express prior written consent.

13. WARRANTIES: To the extent that the items ordered are manufactured to designs, drawings, specifications and/or instructions furnished by Buyer to Seller, Seller guarantees the manufacture but does not guarantee product performance; save where items ordered include a specific Seller's design and is unequivocally stated. NO OTHER WARRANTIES APPLY, EITHER EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. LIMITATION OF LIABILITY: Seller's liability on any claim for loss or damage is limited to price of goods sold. Seller shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) and/or other grounds, for special, consequential, incidental and/or penal damages including, but not limited to, loss of profits and/or revenue, loss of use of the product and/or any associated product, cost of capital, cost of substitute products, facilities and/or services, downtime costs, or claims of customers of the Buyer for such damages.

15. HAZARDOUS BUSINESS: Goods sold hereunder are not intended for use in connection with any hazardous activity. Neither Seller nor its suppliers shall have any liability to the Buyer and/or its insurers whether based on contract warranty, tort (including negligence) and/or other grounds for damage to any property.

16. NON-WAIVER: Seller and the Buyer hereby agree to submit to the jurisdiction of the Nuevo León Courts. The failure of Seller to enforce at any time any of the provisions of this order shall not constitute a waiver of such provisions.

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