

INVOICE TERMS AND CONDITIONS

The terms and conditions to which the foregoing, set forth on the front hereof, are subject, are as set forth below, and Quality Coils, Inc. ("Seller") expressly conditions the foregoing on Buyer's assenting to these terms and conditions. SELLER OBJECTS TO, AND IS NOT BOUND BY, ANY TERMS OR CONDITIONS ON BUYER'S ORDER WHICH ATTEMPT TO IMPOSE UPON SELLER ANY TERMS OR CONDITIONS AT VARIANCE WITH SELLER'S TERMS - AND CONDITIONS HEREIN SET FORTH.

On approved credit, payments shall be made net 30 days from date of invoice. Overdue accounts will be subject to the maximum legal rate of interest in accordance with the "Depository Institutions Deregulation and Monetary Control Act of 1980 plus any legal costs to collect overdue invoices.

Seller's prices and delivery terms are subject to change without notice. All shipments to Buyer will be billed at Seller's prices, including quantity extras, in effect on the days on which shipments are made.

All quotations, unless otherwise stated, are for immediate acceptance.

Seller's obligation hereunder is subject to Sellers being able to obtain the necessary raw materials and subject to sellers schedule. Government priorities and other Government regulations that may be issued from time to time. Selling prices for material hereunder are exclusive of Federal, State, or Municipal Sales. Use or similar taxes by reason of this Sale. Such taxes shall be for Buyer's account, and added to the invoice of material as a separate item, or separately invoiced, and paid by Buyer.

The Seller may decline to make deliveries hereunder except for cash, whenever the Seller for any reason shall have doubt of the Buyer's responsibility, and so advise the Buyer. If at any time the Buyer fails to fulfill the terms of payment hereunder, the Seller, in addition to exercising any other rights hereunder or at law or in equity, may defer shipments until payment is made, or cancel the transaction provided for hereunder, at its option.

SELLER MAKES NO WARRANTY IN REGARD TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO WARRANTY EITHER EXPRESSED OR IMPLIED. HOWEVER, SHOULD ANY MATERIAL FURNISHED BY SELLER PROVE NOT AS ORDERED. SELLER WILL, IN LIEU OF OTHER CLAIMS AGAINST IT, UPON DUE NOTICE WITHIN A PERIOD OF TWELVE (12) MONTHS AFTER DATE OF SHIPMENT. REPLACE IT F.O.B. ORIGINAL POINT OF DELIVERY, ON RETURN TO SELLER, BUT SELLER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH, OR BY REASON OF THE USE OF, OR INABILITY TO USE, SUCH MATERIAL FOR ANY PURPOSE WHATSOEVER. ANY TECHNICAL OR ENGINEERING SERVICES OR ADVICE WHICH MAY BE PROVIDED TO BUYER ARE PROVIDED GRATIS AND SELLER ASSUMES NO OBLIGATION OR LIABILITY THEREFORE NOR FOR THE RESULTS OBTAINED THEREFROM. ALL SUCH SERVICES AND ADVICE BEING GIVEN AND ACCEPTED AT THE RISK OF BUYER. NO ONE ACTING FOR SELLER HAS ANY AUTHORITY TO EXPAND AND ENLARGE THE AFOREMENTIONED LIMITATIONS ON WARRANTY OR ON LIABILITY OTHER THAN AN OFFICER OR SELLER WHO DOES SO IN WRITING.

Acts of God, or of belligerent powers, wars, sabotage, explosions, riots, strikes, slowdowns, lockouts, labor disputes, fires, floods, lightning, tornado or wind, shortage of labor, fuel, power, materials or supplies, inability to secure materials, insufficient transportation facilities or delays in transportation of product or material or supplies, or accidents to plant or machinery Government controls limiting production or prices, allocations, Government take-over of production or facilities, and other Government interference or embargoes, or other contingencies, the non-occurrence of which was a basic assumption of Buyer and Seller shall give to Buyer and Seller the rights and obligations set forth in Sections 2-615 and 2-616 of the Uniform Commercial Code. Shipping date is Seller's best estimate and will not operate to bind Seller to ship or make deliveries on date indicated on order quotation acknowledgment. Seller is responsible only to the amount invoiced.

Cancellation by Buyer cannot be effective except on terms which will indemnify Seller from any and all loss resulting from cancellation of the transaction provided for hereunder. Buyer's proposed terms as to such indemnity and not as to other matters relating to cancellation are accepted if they fulfill this condition.

The Buyer is to have no option to change any quantity, size, specifications, etc., unless given the express right to do so. Stenographic and clerical errors are subject to correction.

The terms and conditions contained herein are intended to be complete and exclusive of any additional terms, and cannot be subsequently modified except by a signed writing.