

**Turn Dynamics, LLC**  
**TERMS & CONDITIONS OF SALE**

*This agreement is to be governed by the laws of the state of Virginia*

AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, (the "Effective Date") by and between Turn Dynamics, LLC, a Virginia corporation, having its principal office at 101 FMC Drive, Kilmarnock, VA 22482, (hereinafter "Turn Dynamics") and \_\_\_\_\_, (hereinafter "Buyer") a \_\_\_\_\_ [corporation], having its principal offices at \_\_\_\_\_.

**QUOTATIONS**-Clerical errors are subject to correction. Orders/contracts are subject to acceptance by Turn Dynamics, LLC.

**QUANTITIES**-Buyer agrees to accept over/under runs not to exceed 10% of ordered quantity on each line item. Closer control of quantity requires special arrangements with Turn Dynamics, LLC.

**CANCELLATIONS**-Orders may be canceled, or deliveries deferred only upon the condition that the buyer assumes immediate liability and makes payment for all work completed and in process. Such charges shall include raw materials, tooling, engineering, handling, overhead, and production costs. Such charges to be determined at time of cancellation or deferment.

Turn Dynamics, LLC reserves the right to cancel an order/contract at any time without penalty if it is unable to meet the requirements of the order/contract.

**DELIVERY/SHIPMENTS**-Turn Dynamics, LLC shall not be liable for damages due to default or delay in production rod delivery for causes beyond its control, including an accident or breakdown of equipment, labor disputes, embargoes, acts of God, supplier delays, government restrictions, riot or carrier delays. Buyer shall bear the expense of all packaging.

**TAXES**-All sales and/or use taxes and Customs duties imposed by Federal, state, county or municipal authority upon Turn Dynamics, LLC's transfer and delivery of merchandise hereunder shall be paid by the buyer.

**PAYMENT TERMS** - All sales, if on credit, are NET 30 days from date of shipment, unless otherwise specified on invoice. All past due accounts accrue interest at 1.5% per month on the declining unpaid balance or the legal rate of interest, whichever is less. Interest is added to the past due balance and the total thereof is subject to interest for the next billing cycle and shall continue accruing interest until paid. The accrual or payment of interest does not authorize us to defer payment of any indebtedness beyond the credit terms stated herein or defer payment of any past due bill. In the event of delinquency of any account, Buyer shall pay for all collection costs, attorney's fees and court costs incurred in collection, regardless of whether judicial action is taken or otherwise.

**SAMPLES** -If requested, Turn Dynamics, LLC will submit samples for approval when commencing production upon any order. It is understood its machines are to be run immediately. Any changes in original specifications will be made only at buyer's direction and expense. Turn Dynamics, LLC will be notified immediately followed by written confirmation.

**SPECIFICATION** - Buyer agrees to provide Turn Dynamics, LLC with an original copy (i.e. not faxed) copy of all required specifications. If the buyer fails to provide a clear original copy of all specifications, Turn Dynamics, LLC will request a written release from responsibility for any product manufactured that does not meet the specifications.

**CLAIMS** - In all claims for shortages, buyer must notify seller within 10 days of receipt of shipment. The original packaging, including exterior cartons, must be saved so that Turn Dynamics, LLC can make a claim with the carrier. Charges for repair or inspection of parts by buyer, without prior written authorization, cannot be honored. Claims will not be honored on those parts further processed by buyer resulting in change of dimensions or characteristics from parts ordered.

**TOOLING** - Tools, dies, gauges, and fixtures are an integral part of the manufacturing process and are included in engineering charges. As a proprietary item, payment by the buyer, whether separately quoted or not, conveys neither ownership nor the right of removal from Turn Dynamics, LLC's possession.

**CALIBRATION:** Calibrate equipment to manufacturer's specifications and to industry standards for accuracy limits. All calibration standards are to be traceable to the National Institute of Standards and Technology (NIST). Furnish long-form certificate of calibration, including gage data, instrument status as received, and final status, with all applicable measurements recorded. Send the certification along with the equipment at the time of delivery.

**PATENTS** - The products hereunder are manufactured in accordance with the buyer's specification and design. Accordingly, buyer shall defend and save harmless Turn Dynamics, LLC from all damages, claims, actions or suits based upon actual or alleged infringement of any patent registered in the U.S. or elsewhere. Indemnity shall include attorney's fees and other costs in defending such claim.

**WARRANTY** - Turn Dynamics, LLC warrants that goods manufactured by it will conform to the drawings and specifications furnished by buyer. Where products are used and combined with other equipment or components not furnished by Turn Dynamics, LLC or further processed by the buyer, buyer agrees to indemnify Turn Dynamics, LLC for all claims and expenses resulting from the use or incorporation into buyer's products. There are no other warranties, expressed or implied, either of merchantability or fitness for purpose. Unqualified acceptance of products will occur upon delivery; unless Turn Dynamics, LLC is notified in writing within ten days from Buyer's receipt or that the Buyer is making a claim for shortages or other errors in delivery. Failure to give such timely notice constitutes a waiver of all such claims by the Buyer. Turn Dynamics, LLC's sole obligation for any non-acceptable services will be limited to repair or remade, at Turn Dynamics, LLC's option, pursuant to the provisions of the foregoing Warranty clause.

**LIMITED LIABILITY** - Turn Dynamics, LLC's liability shall be limited to the amount of the contract plus 10%.

**COMPLETE CONTRACT** - This agreement constitutes the entire contract between Buyer and Turn Dynamics, LLC. No modification hereof shall be of any force and effect unless in writing and signed by the party claimed to be bound thereby, and no modification shall be effected by an acknowledgment or acceptance by Turn Dynamics, LLC of a purchase order from Buyer containing any different terms and conditions, which terms and conditions, to the extent inconsistent, shall be deemed superseded by the

terms and conditions set forth herein and in the other documents delivered by Turn Dynamics, LLC and Buyer. A waiver of any of the terms or conditions hereof shall not be deemed a continuing waiver but shall apply solely to the instance to which the waiver is directed.

The foregoing states Turn Dynamics, LLC's entire and exclusive liability. In no event will Turn Dynamics, LLC be liable for consequential or special damages arising from any defect or use of its products. This is the whole agreement between the parties; any representations made by or on behalf of Turn Dynamics, LLC are void.

**Turn Dynamics, LLC**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Buyer**

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_