



# Jessup Manufacturing Company

## TERMS AND CONDITIONS OF SALE

**CONTROLLING PROVISIONS.** Jessup Manufacturing Company ("Seller") expressly limits acceptance to the terms and conditions ("Terms and Conditions") contained herein, and these Terms and Conditions are the only terms and conditions under which Seller agrees to be bound. Unless Seller otherwise agrees in writing, these Terms and Conditions shall be applicable to all quotations, agreements, purchase orders, acknowledgement forms, invoices, references to Seller's website, and sales of all Seller's products and services to you ("Buyer"). All terms and conditions contained in any prior oral or written communication, including, without limitation, Buyer's own purchase order form, which are different from, or in addition to, these Terms and Conditions are hereby rejected and shall not be binding on Seller, whether or not they would materially alter this document, and Seller hereby accepts thereto. All prior proposals, negotiations and representations, if any, are merged herein. Seller's acceptance of any order is subject to Buyer's assent to all of these Terms and Conditions, and Buyer's assent to these Terms and Conditions shall be conclusively presumed from (i) Buyer's receipt of these Terms and Conditions without protest (not in a pre-printed form) directed to an officer of Seller, or (ii) from Buyer's acceptance of all or any part of the products, goods and/or services ordered. Products furnished and services rendered by Seller are sold only on the Terms and Conditions stated herein. If Seller has offered to sell products and/or services pursuant to a quotation form, Buyer is hereby notified that acceptance of such an offer is expressly limited to the Terms and Conditions stated herein. Buyer may submit orders to Seller on Buyer's own purchase order form as a convenience only. Any submission of a purchase order by Buyer will be deemed an acceptance of Seller's offer to sell pursuant to a quotation prepared for Buyer or otherwise. Buyer's acceptance of or payment for all or any part of the products, goods and/or services described in such a quotation form shall also be deemed an acceptance of Seller's offer, including all of the Terms and Conditions stated herein.

If Buyer's purchase order should be construed as an offer to purchase rather than an acceptance of any offer to sell, then Buyer is hereby notified that Seller's acceptance of any order from Buyer is expressly subject to Buyer's assent to each of the Terms and Conditions set forth herein (whether delivered in connection with Seller's quotation form, acknowledgement form, invoice, reference to Seller's website, or otherwise), and Buyer's assent to these Terms and Conditions shall be conclusively presumed from (i) Buyer's receipt of these Terms and Conditions without protest and specific written objection thereto in correspondence (not in a pre-printed form) directed to an officer of Seller, or (ii) from Buyer's acceptance of all or any part of the products, goods and/or services ordered.

If Buyer's purchase order or other correspondence contains terms and conditions different from, contrary to, inconsistent with, or additional to the Terms and Conditions contained herein, then Seller's action in filling any order received from Buyer, or Seller's confirmation of the quantity, price, and delivery terms stated on Buyer's purchase order (in an acknowledgement, invoice or otherwise), shall not be construed as Seller's assent to any different, contrary, inconsistent or additional terms and conditions, or as Seller's waiver of any of Seller's Terms and Conditions as stated herein.

Any reference to Buyer's purchase order shall mean Seller's acknowledgement, invoice or other form, or correspondence delivered from Seller to Buyer shall not override, limit, or affect in any way the applicability of these Terms and Conditions.

**STANDARD TERMS OF PAYMENT.** Buyer shall pay all amounts due for products purchased hereunder in cash within thirty (30) days from the date of Seller's invoice, provided that in the event Seller reasonably deems Buyer's financial status unsatisfactory or Buyer is in default of any obligation of Buyer to Seller, Seller (without prejudice to any other rights or remedies it may have) may require payment in full in cash of all amounts payable to Buyer by Seller under Seller's invoice or otherwise prior to shipment of any products thereunder. Buyer shall pay an additional interest and service charge in the amount indicated on Seller's then current applicable price list, or if none is so indicated, in an amount equal to one and one-half percent (1.5%) of the unpaid balance per month (or portion thereof), or if less, at the highest interest rate permitted by applicable law, accruing from the applicable due date. Buyer shall not withhold or set off from any amounts due to Seller, any amounts claimed to be owed by Seller to Buyer for any reason whatsoever.

**PRICES; SHIPPING CHARGES.** The prices for all products purchased hereunder will be the price on Seller's price list or quote estimate as in effect on date of shipment. All prices are based on quantity indicated and, unless otherwise indicated on Seller's acknowledgement and/or invoice, are F.O.B. the location from which products are shipped. All shipments shall be made to one location. Unless otherwise indicated on Seller's acknowledgement and/or invoice, Buyer shall pay, and be exclusively liable for, all costs of shipping, delivery, insurance and the like after the Seller has affected delivery of the products to the carrier. Any and all dies, tools or other equipment used to produce products hereunder shall remain Seller's exclusive property, notwithstanding any charges relating to such dies, tools and other equipment reflected on Seller's invoice. A one time engineering and develop tool cost may be assessed for custom parts.

**TAXES.** Prices do not include any tax or other governmental charge or assessment on the sale, shipment, production or use of any products sold to Buyer hereunder. Such taxes and charges, when applicable, may appear as separate additional charges on Seller's invoice. Buyer shall be solely responsible for, and shall pay to Seller upon demand, any such tax, charge or assessment, unless Buyer has furnished to Seller an appropriate valid certificate of exemption issued by or acceptable to the tax authority in question.

**DELIVERY.** Delivery of all products sold by Seller to Buyer hereunder is F.O.B. the location from which such products are shipped. Seller shall make a commercially reasonable effort to effect shipment on or before the scheduled shipping date(s) reflected on Seller's acknowledgement and/or invoice, but shall not be bound to, and Seller shall not be liable for, any delays or non-deliveries beyond Seller's reasonable control, including, but not limited to, Seller's receipt of all materials and information to be supplied by Buyer. If no shipping date is specified, shipment will be made on date(s) selected by Seller. In no event shall Seller be liable for any damages or penalties for delay in delivery or for failure to give notice of delay. Delivery may be made in advance of any scheduled delivery date upon reasonable prior notice to Buyer.

**PACKING AND SHIPMENT.** Unless preferred packing method is noted on Seller's acknowledgement and/or invoice, all items will be packed for shipment in accordance with Seller's standard practices. Unless otherwise specified on Seller's acknowledgement and/or invoice, Seller will ship by a commercially reasonable method, but by doing so does not assume any liability in connection with the shipment. Any and all claims by Buyer for damage or loss of products in transit shall be made by Buyer against the carrier. If requested by Buyer, transportation charges and insurance will be prepaid and will be added to invoice as a separate item.

**TITLE.** Title to all products sold by Seller to Buyer shall pass from Seller to Buyer when such products are delivered by Seller to the carrier for shipment to Buyer; however, if Buyer should fail to pay when due any amount Buyer owes to Seller on account of such products, Seller shall have, in addition to any other remedy it may have, the right (without liability of Seller) to repossess such products or to require Buyer to effect (at Buyer's expense) return delivery of such products to Seller.

**SECURITY INTERESTS/EQUITY.** Until Buyer has paid to Seller all amounts due to Seller in connection with all products purchased hereunder, Seller shall retain, and Buyer hereby grants to Seller, a security interest (ii) in all such security interests now existing or hereafter acquired in the amount of the full purchase price, plus all other amounts due hereunder, and all costs of collection incurred by Buyer (including but not limited to court costs and reasonable attorneys' fees); (ii) in all proceeds thereof as defined by the Uniform Commercial Code ("UCC") as adopted in the State of Illinois, United States of America, (iii) in all accounts receivable arising from the resale of any of Seller's products by Buyer, and (iv) in all materials supplied by Buyer to Seller for use in connection with the production of Seller's products for Buyer. Seller shall retain all rights and remedies of a secured party under the UCC as in effect at the time of delivery of such products. This grant of security interest is used to secure payment of all debts or liabilities and performance of all obligations of Buyer to Seller, whether such debts, liabilities or obligations are now existing or hereafter arising and whether direct or contingent. A copy of Seller's invoice, including these Terms and Conditions, may be filed with the appropriate authorities at any time as a financing statement or chattel mortgage in order to perfect Seller's security interest. Buyer agrees to execute all instruments and perform all acts which may be deemed necessary by Seller for the creation, perfection and protection of such lien and security interest. In addition to any other right or remedy of Seller at law or in equity, Seller shall be entitled to set off and retain all monies paid (including but not limited to, credits, monies, or balances owed to Buyer or any affiliate of Buyer with respect to any transaction between Buyer and Seller) and to apply same to any amounts owed to Seller, as Seller in its sole discretion shall deem appropriate. In the event Buyer shall fail to make payment when due for purchases, Buyer agrees to pay all of Seller's costs of collection, including reasonable attorneys' fees, costs, and expenses.

**RISK OF LOSS.** Seller assumes no responsibility for delay, breakage or damage to products after having made delivery in good order to the carrier. All risk of loss of or damage to products shall be assumed by Buyer upon Seller's delivery of such products to the carrier for shipment to Buyer. Any and all such damage, loss or delays in transit shall be made by Buyer against the carrier (with written notice thereof to Seller), and Seller shall have no responsibility or obligations with respect to any such damage, loss or delay. Buyer shall carry out all customs formalities and bear all of the costs and risks resulting therefrom.

**INSPECTION BY BUYER.** Buyer shall carefully inspect all deliveries of products that are received by Buyer and report to Seller promptly (but in any event within ten (10) calendar days after receipt of shipment) any alleged error, shortage, defect, or nonconformity of such products. Any failure by Buyer to timely inspect and timely report shall constitute a waiver by Buyer of any claim or right of Buyer against Seller arising with respect to any error, shortage, defect, or nonconformity. Buyer shall conduct any required inspection at its expense and shall return any nonconforming products to Seller with said 10-day period at Buyer's sole expense and risk.

**CANCELLATION.** Buyer's order shall not be cancelled, changed, reduced in amount, or suspended, in whole or in part, without the express written authorization of Seller (which authorization shall be in Seller's sole discretion). In the event that Seller authorizes Buyer's request for a cancellation, change, reduction in amount, or suspension of 10 percent or the portion of the original order value that was cancelled, changed, reduced or suspended.

**RETURNS.** No returns shall be accepted without express written authorization of Seller (which authorization shall be in Seller's sole discretion). In the event that Seller authorizes Buyer's request for a return, the returned products shall be shipped to Seller in original condition, in full case quantities only, freight prepaid by Buyer, and at the Buyer's sole risk and expense. Buyer shall be charged a restocking fee equal to 25 percent of the original order value for each returned product. In no event will Seller consider returns for products shipped greater than 30 days prior to request for return.

**LIMITED WARRANTY.** Seller warrants to the original Buyer of the Seller's products (and not to any subsequent owner or user) that products manufactured or sold by Seller is free from defect in material and workmanship at the time of purchase and for one (1) years from the original date of purchase when the product is used under normal conditions for its intended use and when properly installed in accordance with Seller's instructions.

**Warranty Exclusions and Disclaimer of All Other Warranties.** Seller makes no warranty regarding the performance, application or suitability of the Seller's product. It is the sole and exclusive responsibility of Buyer to determine the performance, application and suitability of any and all products of Seller for Buyer's intended purposes and uses. It is the sole responsibility of Buyer to thoroughly read the Seller's installation and maintenance instructions before installing and using any product. This limited warranty shall not cover defects caused by: (i) normal wear and tear associated with usage; (ii) failure to install the products in accordance with Seller's installation instructions; (iii) modification or alteration of the products by any party other than Seller; (iv) abuse or use of the products that are not in accordance with Seller's instructions.

**THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER WITH RESPECT TO PRODUCTS SOLD OR PROVIDED BY SELLER AND EXTENDS ONLY TO THE ORIGINAL BUYER OF THE SELLER'S PRODUCTS. SELLER GIVES AND MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OTHER THAN THAT EXPRESSLY SET FORTH HEREIN, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, NO IMPLIED WARRANTY OF TITLE OR NONINFRINGEMENT AND NO IMPLIED WARRANTY ARISING BY USE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE IS GIVEN OR MADE BY SELLER OR SHALL ARISE BY OR IN CONNECTION WITH ANY SALE OR PROVISION OF PRODUCTS BY SELLER, OR BUYER'S USE OF ANY PRODUCTS, OR SELLER'S AND/OR BUYER'S CONDUCT IN RELATION THERETO OR TO EACH OTHER, AND IN NO EVENT SHALL SELLER HAVE ANY LIABILITY OR OBLIGATION WHATSOEVER UNDER OR IN CONNECTION WITH ANY SUCH WARRANTY WITH RESPECT TO ANY PRODUCTS.**

**No Assurances as to Results.** Buyer acknowledges that no guarantees or assurances have been made as to the results that may be obtained from the use of the products sold hereunder whether used singly or in combination with other items.

**Limitations.** No salesperson, representative or agent of Seller is authorized to make any guaranty, warranty or representation that contradicts the terms contained in this limited warranty. Any waiver, alteration, addition or modification to the warranties contained herein must be in writing and signed by authorized representatives of Seller to be valid, binding and enforceable. Seller does not assume responsibility for any defective product not manufactured by Seller to which a Seller product is attached. All statements, technical information or recommendations relating to the products are based upon tests believed to be reliable but do not constitute a guaranty or warranty. Seller shall not under any circumstances whatsoever be liable to any party for loss of profits, diminution of good will or any other special, consequential or incidental damages whatsoever with respect to any claim made under this limited warranty. Some states (or jurisdictions) do not allow the exclusion or limitation of incidental or consequential damages, so this limitation may not apply in all circumstances.

**How to Obtain Warranty Service.** In order to obtain service under this limited warranty, Buyer must deliver the alleged defective product, at Buyer's sole expense and risk, within thirty (30) days after Buyer becomes aware of the defect, together with a copy of the bill(s) of sale to Jessup Manufacturing Company, Attn: Warranty Claims, 2815 W. Route 120, McHenry, Illinois 60051.

**Seller's Obligation Under Limited Warranty.** Seller's sole obligation and liability under this limited warranty shall be, in Seller's sole discretion, and only during the limited warranty period, either to repair or replace product, with respect to which Buyer notifies Seller of Buyer's claim of alleged defect or nonconformity under this limited warranty by delivering such product to Seller in accordance with Section 13(i) above, and which is determined by Seller to be defective or nonconforming under this limited warranty. If Seller determines that the limited warranty applies, then Seller will reimburse Buyer for reasonable shipping costs and expenses incurred by Buyer in returning the defective or non-conforming product. Product replaced by Seller under this limited warranty shall be warranted for the balance of the original limited warranty period or ninety (90) days, whichever is longer. Seller does not assume responsibility for delays in replacement of products subject to this limited warranty. SELLER SHALL HAVE NO OBLIGATION OR LIABILITY UNDER THIS LIMITED WARRANTY TO ANY PARTY OTHER THAN THE ORIGINAL BUYER OF THE PRODUCT, INCLUDING, BUT NOT LIMITED TO BUYER'S BENEFICIARIES, SUCCESSORS OR ASSIGNS, OR ANY OTHER THIRD PARTY.

**LIMITATION ON SELLER'S LIABILITY.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 13 ABOVE, SELLER SHALL HAVE NO LIABILITY, OBLIGATION OR RESPONSIBILITY OF ANY KIND, IN ANY WAY OR TO ANY EXTENT FOR ANY LOSSES, EXPENSES, COSTS, DAMAGES OR LIABILITIES FOR ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS (OR THE PERFORMANCE THEREOF), OR ARISING IN ANY WAY OR IN CONNECTION WITH THE PURCHASE BY OR USE OR SALE OF THE PRODUCTS BY BUYER, OR BY ANY PARTIES OTHER THAN THE ORIGINAL BUYER, INCLUDING BUT NOT LIMITED TO, BUYER'S BENEFICIARIES, SUCCESSORS OR ASSIGNS, OR ANY OTHER THIRD PARTY, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WHATSOEVER SHALL SELLER HAVE ANY LIABILITY, OBLIGATION OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING IN ANY WAY IN CONNECTION WITH THE PRODUCTS OR THEIR SALE OR USE, INCLUDING BUT NOT LIMITED TO DAMAGE TO PROPERTY, INJURY TO PERSONS, LOSS OF USE OF THE PRODUCTS, OR ANY ITEM WITH WHICH SUCH PRODUCTS ARE USED, LOST PROFITS, OR DELAYS OR INCONVENIENCE. SELLER'S MAXIMUM LIABILITY TO BUYER HEREUNDER, OR TO ANY PARTY OTHER THAN THE ORIGINAL BUYER OF THE PRODUCT, INCLUDING, BUT NOT LIMITED TO BUYER'S BENEFICIARIES, SUCCESSORS OR ASSIGNS, OR ANY OTHER THIRD PARTY, ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THE PRODUCTS SOLD HEREUNDER, THE TRANSACTIONS CONTEMPLATED HEREBY, OR SELLER'S OR BUYER'S CONDUCT OR ACTIONS IN RELATION TO ANY OF THE SAME OR TO EACH OTHER, RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, SHALL BE STRICTLY LIMITED TO, THE AMOUNT(S) ACTUALLY RECEIVED BY SELLER FROM BUYER AS PURCHASE PRICE FOR THE PRODUCTS WHICH GIVE RISE TO SELLER'S LIABILITY.

**INDEMNIFICATION.** Buyer shall defend, indemnify and hold harmless Seller, its subsidiaries, successors, assigns, affiliates, agents and contractors, and the officers, directors and employees of each of them, from and against any damage, loss, claim, judgment or other liability, cost or expense (including but not limited to, court costs and reasonable attorneys' fees) incurred by Seller, which may in any way arise out of any act or omission in connection with these Terms and Conditions, including, but not limited to: (i) any purchase orders; (ii) the purchase, resale, use, handling or distribution of the products by Buyer or Buyer's successors, assigns, affiliates, agents and contractors, or the officers, directors or employees of any of them; (iii) the infringement or violation of any third party's intellectual property or other rights arising out of or in connection with Seller's use of specifications, materials or other items provided to Seller by Buyer; or (iv) Buyer's breach of any representation, warranty or obligation hereunder. Seller reserves the right, without being required to do so, and without waiver of its indemnity hereunder, to defend, at Buyer's expense, any claim, action or lawsuit coming within the scope of this indemnity provision.

**WAIVER.** Seller shall not be deemed to have waived any provision hereof, or any breach by Buyer of any provision hereof, unless such waiver is specifically set forth in writing and executed by an authorized officer of Seller. No waiver by Seller of any provision hereof or any breach by Buyer hereunder shall constitute a waiver of such provision on any other occasion, or a waiver of any other provision hereof.

**FORCE MAJEURE.** In no event shall Seller have any liability to Buyer for any delayed performance or nonperformance by Seller which results, in whole or in part, directly or indirectly, from any cause beyond the reasonable control of Seller. Such causes shall include (but shall not be limited to) acts of God, acts of war or terror, riots, civil disturbances, prohibition or regulation, labor strikes or other labor disputes, fires, storms, floods, earthquakes, natural disasters, accidents, shortage or breakdown of or inability to obtain or use raw or component material or parts, labor, equipments, facilities, or transportation, failure of any party or third-party to perform any contract with Seller or Buyer relative to the products, acts of any government or agency, or from any other cause whatever beyond Seller's control (individually and collectively, "Force Majeure Event"). Buyer's order will be deemed suspended for so long as any such cause prevents or delays Seller's performance. In the event of any such suspension, Seller shall have the right, at its option, upon notice to Buyer, (a) to terminate its obligation to sell any or all of the products ordered or (b) to resume performance as soon as practicable after the suspension, and reschedule delivery of the products ordered to one or more deferred dates to be mutually agreed upon by Buyer and Seller, subject to Buyer's payment of any additional charge for any increase in Seller's direct or indirect costs occasioned by the suspension of its performance due to any such described Force Majeure Event.

**TERMINATION BY SELLER.** Seller may terminate any sale or similar agreement with Buyer upon notice to Buyer.

**CUSTOM PRODUCTS.** This Section 19 applies to Custom Products. A "Custom Product" is any product not in Seller's standard price list. To the extent that the provisions of this Section 19 ("Custom Terms and Conditions") conflict with, are different from, or are in addition to any of the other provisions of these Terms and Conditions, the Custom Terms and Conditions shall prevail. Except as otherwise set forth in this Section 19, all other provisions of these Terms and Conditions shall apply to Custom Products.

**Custom Coating & Customer Converting Ordering.** For orders in which Buyer provides a raw material for coating or converting said order must be placed prior to shipment by Buyer of materials to Seller's facility.

**Quantities.** In accordance with industry practice, Seller reserves the right to ship and invoice plus or minus ten percent (10%) of the total quantity of each product ordered by Buyer hereunder.

**Material Handling.** All materials supplied by Buyer shall be on 24 or 6-inch cores and shipped, at Buyer's sole risk and expense. All adhesives or chemicals shall have a MSDS sheet included with the shipment. All shipments shall include a packing slip, which shall include the following information: (i) Buyer's name; (ii) description of material; (iii) quantity; (iv) width of material; (v) length of rolls; and (vi) purchase order number.

**Buyer's Material.** Seller will confirm receipt of Buyer's material and will notify Buyer of any discrepancies on the packing slip, or if any of Buyer's material was damaged during shipping. If any of Buyer's material was damaged and requires the rewinding of rolls, or any other special handling by Seller, then an extra handling charge will be incurred by Buyer. Buyer represents and warrants that any and all materials or other items furnished by or on behalf of Buyer to Seller for use in connection with production of Seller's products will be Buyer's exclusive property, free and clear of all liens, claims and encumbrances whatsoever. Buyer shall bear all costs of delivering such materials and items to Seller's production facility. Seller shall be liable for any loss, destruction or damage of any such materials or items while in Seller's possession to the extent (but only to the extent) caused solely by Seller's negligence, subject to the limitation on Seller's liability described in this section 19 of these Terms and Conditions.

**Unused or Obsolete Buyer Materials.** Buyer shall be solely responsible for its unused or obsolete materials. In order to comply with local, state and federal regulations, Seller shall have the right to require Buyer to arrange for the pickup, return, delivery or disposal of any unused or obsolete materials, which the Buyer shall undertake at the Buyer's sole risk and expense. If the Buyer does not arrange for the pickup, return, delivery or disposal of any unused or obsolete materials, then Seller may classify the materials as hazardous or non-hazardous waste and dispose of the same in accordance with local, state and federal regulations, and Buyer shall be responsible for all expenses and costs incurred by Seller in connection therewith.

**Hazard.** Due to regulation 49 C.F.R. 172.600-804 promulgated by the United States Department of Transportation, which requires shippers of hazardous materials to provide a contact person available 24 hours a day, seven days a week, for immediate response in case of an emergency, an additional minimum charge of \$10.00 per shipment shall be added to each invoice for returned excess materials supplied by Buyer, which charge shall be subject to increase at the Seller's reasonable discretion.

**Storage Fee.** Seller shall charge Buyer a fee for all materials (hazardous or non-hazardous) held in Seller's warehouse over 60 days.

**Freight; Set Up Charges; Trial Orders.** All inbound freight shall be prepaid by Buyer and shall be shipped at Buyer's sole risk. The minimum quantity for custom coating orders is 500 LYD per item. Any change of material width, thickness or compositions shall constitute a new item, which shall require a set up charge if less than 500 yards. Depending on the work to be performed, the set up charge shall range from \$150.00 to \$350.00, which shall be subject to increase at the Seller's reasonable discretion. All trial orders shall be charged a rate of \$400.00 per hour, which shall be subject to increase at the Seller's reasonable discretion.

**Cancellation.** Buyer's Custom Product order shall not be cancelled, changed, reduced in amount, or suspended, in whole or in part, without the express written authorization of Seller (which authorization shall be in Seller's sole discretion). In the event that Seller authorizes Buyer's request for a cancellation, change, reduction or suspension of all or any portion of Buyer's Custom Product order, Buyer shall be charged an amount equal to 10 percent of the portion of the original Custom Product order value that was cancelled, changed, reduced or suspended, plus all costs and expenses incurred by Seller in connection with the portion of the original Custom Product order that was cancelled, changed, reduced or suspended (including materials, labor and overhead).

**No Returns.** No returns of any Custom Product shall be accepted.

**Special Conditions.** Any special terms or conditions for Custom Product orders on Seller's quote estimate or acknowledgement, or otherwise attached thereto, shall also apply and are fully incorporated herein and in the purchase order and made a part of this Section 19.

**MISCELLANEOUS**

**Enforcement.** Buyer shall be responsible and liable for all costs incurred by Seller in enforcing its rights and Buyer's obligations under these Terms and Conditions.

**Governing Law.** These Terms and Conditions and the transactions contemplated hereby shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois without regard to its conflict of laws rules. Exclusive jurisdiction and venue in any litigation shall be in the state or federal courts located in Cook County, Illinois and Buyer hereby waives the right to claim that any such court is an inconvenient or improper forum. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to these Terms and Conditions or any purchase or sale made hereunder.

**Severability.** The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect the validity and enforceability of the remainder of such provision, term or condition or of any other provision, term, or condition, and, to the extent possible, such invalid or unenforceable provision shall be replaced by a provision most nearly reflecting the fundamental objectives of the original provision.

**Amendments.** These Terms and Conditions may be amended from time to time by a signed written agreement of Seller and Buyer expressly referring hereto.

**No Assignment.** Buyer's rights and obligations hereunder may not be assigned or otherwise transferred without Seller's express prior written consent.

**Notices.** All notices that are required to be given shall be in writing and delivered to the address set forth on Seller's invoice. Any such notice shall be delivered by hand or by certified first class mail, postage prepaid, return receipt requested, and shall be deemed given upon the date hand delivered or three days after mailing. *Entire Agreement.* These Terms and Conditions constitutes the entire final, complete and exclusive understanding and agreement between the Buyer and Seller regarding the subject matter and supersedes all prior representations, proposals or understandings.

A COPY OF THESE TERMS & CONDITIONS ARE AVAILABLE ON OUR WEBSITE @ [WWW.JESSUPMFG.COM](http://WWW.JESSUPMFG.COM)

Custom die cuts and other sizes available upon request. MOQ Applies.

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