



**J&M  
PRODUCTS**  
San Fernando, CA

Document Title

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**Standard  
Conditions of Sale**

1. Seller warrants that the products or materials (hereafter "products") delivered hereunder meet Seller's standard specification for the products or such other specifications as may have been expressly agreed to herein. SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY, EXCEPT AS PROVIDED IN CONDITION 3 HEREIN. Buyer assumes all risk and liability resulting in use of the products delivered hereunder whether used singly or in combination with other products.

2. No claim of any kind, whether as to products delivered or for non-delivery of products, and whether or not based on negligence, shall be allowed other than for replacement of the products in respect of which damages are claimed; and failure to give notice of claim within fifteen (15) days after date of delivery, or the date fixed for delivery (in the case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of such products. No claims for errors will be allowed unless made within such fifteen (15) day period. No charge or expense incident to any claims will be allowed unless approved by an authorized representative of Seller. Products shall not be returned to Seller without Seller's prior permission, and then only in the manner prescribed by Seller. The remedy hereby provided shall be the exclusive and sole remedy of Buyer. In no event shall either party be liable for special, indirect or consequential damages whether or not cause by or resulting from negligence of such party. SELLER'S TOTAL RESPONSIBILITY IS LIMITED TO THE REPLACEMENT ONLY OF ITS PRODUCTS WHICH ARE PROVEN TO BE NONCONFORMING TO SPECIFICATION(S).

3. Seller warrants that all products delivered hereunder were produced in compliance with the requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended and of the regulations and orders of the United States Department of Labor issued under Section 14 thereof.

4. No liability shall result from delay in performance or nonperformance, directly or indirectly cause by circumstances beyond the control of the party affected, including, but not limited to, Act of God, fire, explosion, flood, war, terrorism, act of or authorized by any Government ("Force Majeure"), accident, labor trouble or shortages or inability to obtain material, equipment or transportation. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Quantities of products indicated on the "Packing Slip" as back

ordered will be shipped as soon as possible unless otherwise indicated on the reverse.

5. If this agreement covers products that must necessarily be manufactured specially for Buyer and is suspended or terminated for any reason, Buyer will take delivery and make payment for such products as have been completed and such as are in process on the date notice of suspension or termination is received by Seller; provided that if Buyer for any reason cannot accept delivery of such products, it will make payment there for as though delivery had been made and Seller will store such products for Buyer's account for a reasonable length of time, and at Buyer's expense.

6. If for any reason, including but not limited to Force Majeure, Seller is unable to supply the total demand for products specified herein, Seller may distribute its available supply among any or all purchasers, as well as departments and divisions of Seller on such basis as it may deem fair and practical, without liability for any failure of performance which may result there from.

7. If any Governmental action should place or continue limitations on the price provided for in this agreement, such that it would be illegal or against public or Government policy for Seller to charge, assess or receive the full amount of or to increase such prices as determined by this agreement, then Seller shall have the option (1) to continue to perform under this agreement subject to such adjustments in prices that Seller may deem necessary to comply with such Government action; (2) to revise this agreement, subject to buyer's approval, in order to most nearly accomplish the original intent of this agreement, or (3) to terminate performance of the affected portions of the agreement without liability for any damages.

8. At Buyer's request, Seller may furnish such technical assistance and information as it has available with respect to the use of the products covered by this agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.

9. Buyer acknowledges that it has received and is familiar with labeling and literature concerning the products sold hereunder and will forward such information to its employees who handle, process or sell such products and customers of such products, in any. Buyer agrees that products sold hereunder will not knowingly be resold or given in sample form to persons using or proposing to use the products for purposes contrary to recommendations given by Seller or prohibited by law, but will be sold or given as samples only to persons, who in the opinion of the Buyer, can handle, use and dispose of the products safely.

10. Buyer shall reimburse Seller for all taxes, (excluding income taxes) excises or other charges that Seller may be required to pay to any Government (National, State, or Local) upon the sale, production, storage, or transportation of the products sold hereunder.

11. In the event Buyer fails to fulfill Seller's terms of payment or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.

12. This agreement is not assignable or transferable by either party, in whole or in part, except with prior written consent of the other party.

13. In addition to the Standard Conditions of Sale set forth herein, any Special Conditions of Sale set forth on Sales Order or packing slip or in the current price list for the products sold hereunder shall apply and are incorporated by reference herein.

14. This document, along with any documents specifically referred to herein, contains all of the terms and conditions with respect to the sale and purchase of the products sold hereunder. These terms and conditions supersede any earlier dated document and no modification thereof shall be binding on either party unless in writing and signed by both parties. No modifications shall be effected by the acknowledgment of acceptance or Purchase Order forms stipulating different conditions. Waiver by either party or any default by the other hereunder shall not be deemed a waiver by such part of any default by the other which may thereafter occur.