

Shipping, Payment, and Billing

Standard Terms and Conditions of Sale

PRODUCTS AND SERVICES SOLD ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND AT THE MATPLUS LTD WEBSITE, WWW.MATPLUSINC.COM, NOTWITHSTANDING ANY CONTRADICTORY TERMS OF THE BUYER'S PURCHASE ORDER. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN AND THOSE SET FORTH AT THE MATPLUS LTD WEBSITE, THE TERMS AND CONDITIONS OF SALE SET FORTH AT THE MATPLUS LTD. WEBSITE SHALL PREVAIL. NO PERSON HAS THE AUTHORITY TO ALTER THESE TERMS OTHER THAN A CORPORATE OFFICER OF MATPLUS LTD. AND ANY SUCH ALTERATION MUST BE IN WRITING. BUYER'S ACCEPTANCE OF PRODUCTS CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE.

Pricing

All prices are F.O.B. shipping point unless otherwise specified. Product dimensions and/or quantities are subject to change. Quoted prices are subject to addition for federal, state or local taxes, and subject to change if Products are not shipped within 10 days. Otherwise, prices in effect at time of shipment will prevail. It is the obligation of Buyer to provide evidence of sales tax exemption to Matplus LTD. Notwithstanding the foregoing, in the event that sales tax is determined to be due upon any purchase, Buyer will pay the amount of such tax to Matplus LTD. for payment to the appropriate taxing authorities.

Acceptance

Any Buyer purchase order is subject to approval and acceptance by an authorized representative of Matplus LTD. and subject to the terms set forth herein. Matplus LTD. expressly limits its acceptance to these terms. Additional or different terms in Buyer's purchase order shall not be binding on Matplus LTD. and are hereby expressly rejected. Buyer agrees to inspect the Products within seventy-two (72) hours after receipt of the Products, and Buyer agrees to promptly notify Matplus of any readily-apparent defects or nonconformities. Buyer waives any right to object to such defects or nonconformities later than seventy-two (72) hours after receipt of the Products.

WARRANTIES

MATPLUS LTD WARRANTS THAT FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF THE INVOICE OR THE DELIVERY OF THE PRODUCTS OR SERVICES, WHICHEVER IS SOONER, THE PRODUCTS AND/OR SERVICES COVERED HEREBY CONFORM TO THE DESCRIPTION AND SPECIFICATIONS ACCEPTED BY MATPLUS LTD WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, IF ANY; PROVIDED,

HOWEVER, PRODUCT DIMENSIONS AND/OR QUANTITIES ARE SUBJECT TO CHANGE. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

MATPLUS LTD SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OR RESULTING FROM THE BREACH OF ANY OF THE TERMS HEREOF OR FROM THE SALE, HANDLING OR USE OF THE PRODUCTS SOLD OR SERVICES RENDERED. MATPLUS LTD' LIABILITY HEREUNDER, FOR BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE, IS EXPRESSLY LIMITED AT THE OPTION OF MATPLUS LTD: (A) TO THE REPLACEMENT AT THE AGREED POINT OF DELIVERY OF ANY PRODUCTS FOUND TO BE DEFECTIVE OR NOT TO CONFORM TO THE SPECIFICATIONS SET FORTH HEREIN, (B) TO THE REPAIR OF SUCH PRODUCTS, OR (C) TO THE REFUND OR CREDITING TO BUYER OF THE PRICE OF SUCH PRODUCTS.

Delivery Terms

Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise agreed in writing by Matplus LTD., delivery will be made and title will pass to Buyer F.O.B. point of shipment. Expense and risk of loss of transporting the goods shall pass to Buyer at point of shipment.

Delivery in Installments

Matplus LTD. reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of the obligations to accept and pay for remaining deliveries.

Payment

Unless otherwise agreed in writing by an authorized officer of Matplus LTD., payment terms are net payment is due within thirty (30) days of invoice date. U.S. Postal Service post mark shall be determinative. Discounts are not available for payment by credit card or for cash purchases.

Should the financial responsibility of Buyer at any time become unsatisfactory to Matplus LTD, Matplus LTD shall have the right to require payment for any shipment hereunder in advance or, in the alternative, the provision of satisfactory security. If Buyer fails to make payment in accordance with the terms of this Agreement or fails to comply with any provision hereof, Matplus LTD may at its option, in addition to any other remedies, cancel any unshipped portion of an order and other pending orders. Buyer shall remain liable for all unpaid accounts. In the event Buyer fails to make payment in accordance with the terms of this Agreement, the account shall be deemed to be delinquent and a late charge of one and one-half percent (1½%) per month

will be assessed on the unpaid balance. Buyer agrees to pay all collection costs and expenses, including reasonable attorney's fees, incurred by Matplus LTD in collecting or attempting to collect such account.

In the event Buyer owes any past due indebtedness to Matplus LTD, or any other operating unit (including all divisions or subsidiaries) of Matplus LTD., then any amounts that such operating unit owes to Buyer may be offset against such indebtedness and the Matplus LTD. unit shall be obligated to pay to Buyer only the net amount after application of such setoff.

Freight and Handling

Unless otherwise provided in writing, freight charges on all shipments, and spotting, switching, demurrage, or drayage at destination are to be paid by Buyer. All incoming shipping and handling charges on all material on which the supplier of said material does not pre-pay or allow freight into Matplus LTD. warehouse, and all outgoing shipping and handling charges on all shipments from Matplus LTD. to Buyer shall be borne by Buyer. Any difference in the amount of freight from that shown on the invoice as being included, is for Buyer's account. Matplus LTD. reserves the right to designate origin and intermediate carriers. If a specific delivering carrier is required, Buyer must designate such carrier in writing to Matplus LTD. prior to shipment.

Taxes

Prices do not include any present or future sales, use, excise, or similar taxes. All such taxes shall be for Buyer's account.

Delay

Matplus LTD. shall not be liable for any failure or delay in manufacture, shipment or delivery of Products resulting from any cause beyond Matplus LTD. control, including, but not limited to, provisions of law or governmental regulations, accident, explosion, fire, windstorm, flood or other casualty, strike, lockout, or other labor difficulty, riot, war, terrorist acts, insurrection, shortage of or inability to secure labor, raw materials, production or transportation facilities. Shipping dates are approximate and are based on conditions at the time of quotation. Matplus LTD. shall not be liable for failure or delay in performance due to prior sale of Products. In the event of such delay, there will be no termination and the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

Cancellation

No order may be canceled or changed in whole or in part without the prior written consent of Matplus LTD. Shipment of Products cannot be extended beyond the original shipping date specified without Matplus LTD. written consent.

Compliance with Laws

Matplus LTD. warrants that it has complied, and will continue during the performance of this order to comply, with the provisions of all applicable federal, state and local laws and regulations from which liability may accrue to Buyer as a result of any violation thereof by Matplus LTD. Matplus LTD. warrants compliance with the Fair Labor Standards Act and the Equal Employment Opportunity Act, as amended, in its performance. Compliance with any federal, state or local procurement regulations, laws, or contract provisions in any form of government contracting by Buyer, shall be solely the responsibility of the Buyer.

Copy of Buyer's License

Buyer agrees to furnish to Matplus LTD. a copy of any state license that would cause purchases by Buyer to be free of sales tax. Further, Buyer shall continually furnish copies of such licenses from year to year, as the same are renewed.

Assignment

Buyer may not assign this Agreement without prior written consent of Matplus LTD.

Specifications

Specifications and instructions are in accordance with directions of Buyer and full responsibility for their correctness is assumed by Buyer.

Claims

Claims for errors, shortages or defective goods must be made within ten (10) days after receipt of material.

Waiver

Waiver of any breach of this Agreement shall not be construed as a waiver of any other breach.

Return Goods Policy

No Products will be accepted for return without a Matplus LTD. approved Return Goods Authorization ("RGA"). All returns are subject to a restocking charge. Special ordered or modified Products are not returnable.

Fabrication

In the event that the sale involves the fabrication of any Products by Matplus LTD., including without limitation of all products, the specifications for such fabrication shall be the sole responsibility of the Buyer.

Nuclear or Other Hazardous Activities

Environmental and Safety

- a. Material Safety Data Sheets (MSDS). Matplus LTD. provides MSDS that are prepared by its manufacturers. MSDS are not prepared by Matplus LTD. Current MSDS will be provided to Buyer in connection with a purchase of a Product when required by law or regulation.
- b. Dangerous Goods/Hazardous Materials. Certain types of Products may contain Volatile Organic Compounds, Ozone Depleting Substances, Mercury or other chemicals subject to restrictions by state and/or federal law and regulation. Matplus LTD. does not guarantee that any Product is in compliance with such restrictive state and/or federal law and regulation, and assumes no responsibility for how Products containing such restricted substances shall be used, installed or resold by Buyer. Buyer assumes sole responsibility for compliance with all applicable state and/or federal law and regulation concerning such affected Products. Matplus LTD. will cooperate with Buyer with respect to the handling, shipping or other disposition of affected Products.
- c. Shipping. In addition to the Delivery Terms and the Freight and Handling paragraphs above, the Buyer acknowledges that hazardous materials require special handling, labeling and packaging. Carrier surcharges may also apply. Buyer agrees to pay for all shipping, handling labeling and packaging charges associated with the shipping of hazardous materials. Matplus LTD. is not responsible for, nor is it to be considered the "offeror" for, any further shipment or transshipment made by or on behalf of Buyer by any mode of transportation. Buyer assumes full responsibility for compliance with all state and/or federal rules and regulations governing the Product's further transportation by ground, air or water in domestic and/or international commerce.

Modification

Unless Buyer and Matplus LTD. have specifically executed a supply agreement for the purchase and sale of Products, there are no terms, conditions, understandings or agreements between Buyer and Matplus LTD. other than those stated herein and all prior proposals and negotiations are merged herein. NO TERMS AND CONDITIONS IN ANY WAY ALTERING OR MODIFYING THE PROVISIONS HEREOF SHALL BE BINDING UPON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY. NO MODIFICATION OR ALTERATION OF THE PROVISIONS HEREOF SHALL RESULT FROM MATPLUS LTD' SHIPMENT OF MATERIAL FOLLOWING RECEIPT OF BUYER'S PURCHASE ORDER, SHIPPING ORDER, OR OTHER FORMS CONTAINING PROVISIONS, TERMS AND CONDITIONS IN ADDITION TO OR IN CONFLICT OR INCONSISTENT WITH THE PROVISIONS HEREOF.

Venue; Governing Law

THE BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT JURISDICTION AND VENUE FOR ANY ACTIONS BROUGHT BY EITHER PARTY SHALL BE EXCLUSIVELY IN THE COUNTY AND STATE OF MATPLUS LTD. THE PARTIES FURTHER AGREE THAT THE LAW OF OHIO SHALL APPLY. The provisions of the United Nations Convention on Contracts for the International Sales of Goods shall not apply.