

TERMS AND CONDITIONS OF SALE

1. By placing an Order for products from Caton Connector Corporation ("Caton", "We" or "Seller"), you ("Buyer" or "You") agree to be bound by the terms and conditions listed below. You and Caton agree that the following terms and conditions are the exclusive terms governing the sales transaction. Any attempt to alter, supplement, modify or amend these terms and conditions by the Buyer will be considered a material alteration of this agreement and render same null and void at the election of Caton. Our failure to specifically object to provisions in your order form shall not be deemed a waiver by us of such terms and condition addition, these terms and conditions are subject to change at any time, without prior written notice. Therefore, please check these terms and conditions carefully each time you place an order with or accept delivery of any goods from Caton.
2. Quotations are open for acceptance until expiration date. After expiration date prices and delivery are subject to change without notice.
3. We propose to immediately process and plan your order allocating and/or purchasing material and assigning operations and necessary machines and tools. We propose to ship at the indicated schedule, which is approximate, and not guaranteed. We shall not be liable for delay in delivery or failure to deliver caused by fires, strikes and/or labor disputes, government laws or rulings, pandemics, and/or any other causes beyond our control.
4. Your inspection and all claims must be made within ten (10) days after tender of goods to you unless we are advised by you in writing that your inspection will be deferred and the reason therefore. Failure to make such an inspection shall constitute a waiver of your right to inspection and shall be equivalent to acceptance of the goods. Failure to make such claims shall constitute an irrevocable acceptance of the goods and an admission that they fully comply with all terms and conditions and specifications of this agreement. Acceptance of an initial or partial shipment of goods by you shall be deemed an admission that such goods are satisfactory as to the specifications.
5. We warrant for a period of one (1) year from the date of tender of the goods to you that all material or items sold hereunder shall be free from defects in material or workmanship, normal use, wear, and replacement excepted, F.O.B. Origin. Warranty claims must be made in writing, received by Caton within twelve (12) months following tender, and subject to approval by an authorized Caton representative. Approval will be in the form of a Return Material Authorization (RMA) with shipping instructions. No goods may be shipped back to Caton without an RMA number from Caton. Your sole remedy for breach of this limited warranty will be replacement or repair by us at our election of any such defective material or item. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND WE MAKE NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**
6. Caton's products are designed to meet the performance specifications listed on our datasheets, sales sheets, catalogs, and/or the Caton website. Performance values are determined by testing and/or material selection. **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE** and all customers must test each component to determine that it meets their operating and reliability requirements.
7. Quantity, specifications, and schedule are price factors and, if changed or modified, are subject to rebilling at the prices or costs from the resultant charges. Prices quoted are firm, though we reserve the right to reduce the price when we believe a new level appears to have stabilized. Orders are subject to price at time of delivery in event of laws, government rulings, increases in labor, materials and taxes or other charges which affect costs beyond our control. We reserve the right to under ship or over ship by 10%. Any count discrepancies over or under 10% must be received by Caton in writing within 10 days of the shipment date, with invoice number and quantity in question provided.
8. Blanket orders must be scheduled and delivery must be taken within one year of purchase date. Reschedules are not permitted within 30 days of planned delivery.
9. Any request to cancel must be made in writing, with the reason for the request included. Cancellations of orders may not be made without Caton's consent which may be withheld for any reason. In the event Caton consents to cancellation of an order, all costs associated with the cancellation will be paid by Buyer, including, without limitation, costs for all materials committed to the order, cancellation charges from our suppliers arising from work-in-process, cost of finished goods, and a cancellation charge to cover the cost of pre-planning and cost from idleness of facilities allocated to the order when we were unable to fit other orders into the void caused by the cancellation.
10. Terms are F.O.B. origin. Where credit is granted by Caton or is continued to be approved, payment is due Net 30 days. At our option orders will be pre-paid until credit is established or in the event credit becomes delinquent. If accounts become seriously delinquent (net 60 days), shipments will be withheld until the account becomes current. In the event you're your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as a result of your non-payment, including commission on collection of the additional costs, attorneys' fees and costs.

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11. All payments processed by credit card are subject to a 3% service charge.
12. Unless otherwise stated, Caton's prices do not include sales tax, use, excise, value added or similar taxes.
13. Tool terms are 50% of total tool charges due upon placement of order, 25% due Net 30 after tooling is complete, balance due Net 30 upon sample approval.
14. Unless otherwise agreed, Caton retains all rights to any intellectual property which Caton may create before, or in performance of, this proposal or any contract resulting therefrom. Caton also retains ownership of all tools, jigs, fixtures and modifications thereto, and assumes responsibility for any required maintenance. More specifically, Caton does not grant and you shall not receive any right, title or interest in or to any of Caton's trademarks, patents or copyrights. Furthermore, Caton retains all proprietary rights in and to all designs, engineering details, and other technology and information.
15. In the event that you become insolvent (as that term is defined in Section 1-2201 (23) of the Uniform Commercial Code) before the delivery of the goods, you will notify us. A failure to notify us shall be deemed an affirmation of your solvency at the time of delivery.
16. Caton shall not be liable for any commercial losses, loss of revenues or profits, loss of goodwill, inconvenience, or exemplary, special, incidental, indirect, consequential or punitive damages whatsoever, or claims of third parties, regardless of the form of any claim, whether in contract or tort, whether from breach of this agreement, or defective equipment, or from any other use, even if Caton has been advised or should be aware of the possibility of such damage. Caton's liability for loss or damages shall not exceed the purchase price paid by you for the product giving rise to such liability.
17. No agent, salesman, employee, or representative of Caton has the authority to bind us to any affirmation, representation, or warranty concerning the goods sold under this agreement, and unless such affirmation, representation, or warranty made by such persons is specifically included within this written agreement, it shall be void and unenforceable. This written agreement constitutes the entire contract between the parties and it shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts. All references herein are to the Uniform Commercial Code in effect in the Commonwealth of Massachusetts.
18. A waiver by us of any claim or right arising out of a breach of the provisions hereof by you must be in writing to be effective. Failure by us to insist upon strict performance by you shall not constitute a waiver of any of the provisions of this Agreement or a waiver of any default. No waiver by us of any breach of the terms of this Agreement by you shall operate to relieve you of responsibility for any prior or subsequent breach hereunder.
19. Neither this Agreement nor any interest in it shall be assigned directly or indirectly by either party without the prior written consent of the other party hereto except that we may, without consent but after written notice to you assign claims for monies due or to become due to us under this Agreement.
20. A minimum billing charge applies per line item. Reference quotation for specific amount.
21. Any requests requiring Mil-Std packaging, or special packaging instructions may incur additional charges per unit and will be required on any subsequent Purchase Order or Contract as a separate line item. Packaging acceptance will be performed at the following location: Dun-Rite Packaging, 75 Taunton Street, Plainville, MA 02762. Cade Code: 2H786.
22. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, facsimile or by registered or certified mail (postage prepaid, return receipt requested) to the other party at, in the case of the Buyer, the Buyer's billing address on record and, in the case of Caton, at 26 Wapping Road, Kingston, MA 02364,

**** Submission of an Order shall serve as confirmation to manufacture items listed in accordance with respective item specification. If any changes are necessary, please contact your Sales/Service Representative within five (5) working days.**