



GENERAL TERMS AND CONDITIONS OF SALE

(WFI INTERNATIONAL HEREAFTER REFERRED TO AS "WFI")

WARRANTY	WFI expressly warrants to the Purchaser (the "Purchaser") that all WFI products (each, a "Product") will be free from manufacturing defects for the one (1) year period immediately following the date of shipment (the "Warranty Period"). WFI HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO BOTH THE PRODUCTS AND THIS AGREEMENT, INCLUDING THESE TERMS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. The forgoing warranty shall not apply: (1) to any use of a Product in aircraft or aerospace applications ("Prohibited Applications"), (2) if a Product was not used as recommended and in accordance with approved installation and operating practices, (3) if the failure of a Product results from any cause other than a manufacturing defect, including but not limited to damage due to corrosive, abrasive or other wear normally to be expected in the use of the Product, (4) if the Product was modified or changed (unless written approval was given in advance by WFI), and (5) if Purchaser fails to deliver written notice of such defect to WFI during the Warranty Period.
EXCLUSIONS	Do not use WFI Products in aircraft or aerospace applications. Purchaser assumes all risk of loss that arises from or relates to any use of Product in a Prohibited Application and Purchaser shall, at its own expense, indemnify, defend and hold WFI harmless against all claims or losses (including legal and accounting fees) that arise from or relate to the use of any Product in a Prohibited Application.
PURCHASER'S REMEDIES	Purchaser's remedies with respect to any Product furnished by WFI hereunder that is found not to be in conformity with the terms and conditions of the contract because of breach of contract, breach of express or implied warranty, or negligence shall be limited exclusively to the right of replacement of such defective Product or, at the option of WFI, repayment of the sale price for the particular Product that gives rise to the claim. WFI shall have no liability to Purchaser or to any other person, in tort, contract or otherwise, for claims losses, damages or injuries arising out of this purchase or use of any Product, except for the return by WFI of an amount not in excess of the payments made by the Purchaser to WFI for the particular Products giving rise to Purchaser's claim. No action, whether based on contract, tort or otherwise, arising out of or related to Products furnished pursuant to the Agreement may be brought by Purchaser more than one year after the cause of action has accrued and no claims for breach of warranty may be brought by Purchaser unless Purchaser notifies the WFI in writing within 10 days of discovery of the breach. Any claim made after the time periods specified in the foregoing sentence shall be deemed to be null and void. UNDER NO CIRCUMSTANCES WILL WFI BE LIABLE TO PURCHASER FOR DAMAGES IN EXCESS OF THE AMOUNTS PAID BY PURCHASER TO WFI UNDER THE AGREEMENT OR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF WFI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.
PRICES	Prices, and other terms of sale and payment, are subject to change by WFI without notice. Unless a contrary provision appears in this price schedule, quotation, or order acknowledgement, prices may be withdrawn without notice at any time. Stenographic or clerical errors are subject to correction.
ACCEPTANCE OF ORDERS	All orders are subject to WFI credit department approval prior to acceptance by WFI.
REMITTANCES	All accounts are payable in United States funds, free of exchange, collection, or any other charges. If, in the sole discretion of WFI, the financial condition of the Purchaser at any time so requires, WFI retains the right to require full or partial payment in advance.
PARTIAL SHIPMENTS AND PAYMENTS	WFI reserves the right to make partial shipments from time to time, and to render invoices therefore which shall be due and payable as provided in said invoices and the paragraph entitled "REMITTANCES". If the Purchaser becomes overdue in any such partial payment, WFI shall be entitled to suspend work and/or avail itself of other legal remedies.
TAXES	Unless otherwise specifically noted, the amount of any federal, state or local sales, use, occupancy, excise tax, or other tax of any nature, for which WFI is legally liable, either intentionally or through failure of payment by Purchaser, shall be added or be in addition to the price quoted and Purchaser agrees to pay same to WFI.
SHORTAGES AND DAMAGES IN TRANSIT	All claims for loss, damages, shortages, etc. must be made by Purchaser in writing within 10 days after receipt of shipment. Loss or damage to materials in transit is the responsibility of the carrier and not WFI.
FREIGHT POLICY; TITLE AND RISK OF LOSS	Unless otherwise specifically negotiated with the customer, WFI's standard freight policy is to ship all product FCA (plant of manufacture) with WFI's responsibility ceasing after delivery to the carrier. Title to and all risk of loss or damage to the Products vests in Purchaser at the time WFI delivers the Products to the carrier regardless of any shipping and insurance arrangements made by WFI on Purchaser's behalf. However, WFI reserves and Purchaser grants, until full payment is received, a purchase money security interest in each of the Products delivered. Purchaser hereby authorizes WFI to file such financing statements and deliver such notices as WFI may reasonably require to perfect such purchase money security interest. WFI shall have all rights and may exercise all remedies of a secured creditor under Article 9 of the Uniform Commercial Code as adopted from time to time in the State of Texas. The remedies reserved herein shall be cumulative and in addition to any other remedies provided in law or equity. No waiver of the remedy for any breach of any provision in these terms shall constitute a waiver of any other remedy.
DELAYS	All shipping dates are good faith estimates by WFI. WFI makes no guarantee to ship on any date. WFI shall assume no obligation to ship Products on any date and WFI shall not be liable for the failure to ship Product on any date. Materials slated to be in stock are subject to prior sales.
CANCELLATIONS AND SUSPENSIONS	Purchaser may cancel this order or contract, or delay work or delivery, only upon receipt of written notification by WFI from Purchaser and with WFI's prior consent, and upon agreement to pay WFI's adjustment charge. Orders for special products (usually "price on application items") may be changed and/or cancelled only upon receipt of written instructions by WFI from Purchaser and with WFI's prior consent, and Purchaser shall make payment to WFI for material used and work already performed.
RETURN OF MATERIAL	No Product may be returned without the prior written consent of WFI. All goods returned are subject to a handling charge plus freight in both directions and charges for any required reconditioning, unless otherwise specified in writing by WFI.
INDEMNITY	Purchaser shall defend, indemnify and hold WFI and its affiliates harmless from any and all loss or damage sustained by WFI and from and against all claims asserted against WFI with respect to the Products covered hereunder arising in whole or in part out of (1) failure of Purchaser, its agents, employees, or customers to follow specifications, instructions, warnings or recommendations furnished by WFI or others; (2) failure of Purchaser, its agents, employees or customers to comply with all applicable legal requirements; (3) misuse of the Products by Purchaser, its agents, employees or customers; (4) misrepresentation by Purchaser, its agents, employees or customers; (5) the full extent of the negligence of Purchaser, its agents, employees or customers; or, (6) alleged infringement of any patent, trademark, trade secret, copyright, or other intellectual property or proprietary right of Purchaser or a third party as a result of WFI's performance in accordance with Purchaser's designs, plans or specifications. Purchaser hereby waives and releases WFI and its affiliates from all rights of contribution or indemnity to which it may otherwise be entitled.
GOVERNING LAW	The contract shall be governed by, construed, and enforced in accordance with the laws of the State of Texas without regard to the conflict-of-law principles of any jurisdiction. Purchaser and WFI (i) agree that all actions and proceedings arising out of or relating to this Agreement shall be litigated exclusively in the state courts located in Harris County, Texas; (ii) consent to the jurisdiction and venue of such courts; and (iii) waive any and all rights to object to the jurisdiction and venue of such courts, to transfer or change the venue of any such action or proceeding, including but not limited to upon the basis of forum non conveniens. PURCHASER AND WFI FURTHER EACH WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO, THIS AGREEMENT.
NO WAIVER	The failure of WFI to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.
DIES, TOOLS AND PATTERNS	Dies, tools and patterns used by WFI to produce any Product (collectively, the "Material") shall be and remain the exclusive property of WFI. Payment by Purchaser of any preparation charge with respect to such Material shall not give the Purchaser any right, title or interest in or to such Material. WFI shall not be responsible for retention of dies or patterns on which no orders are received for two years or more.
FORCE MAJEURE	Neither party shall be liable to the other under this Agreement if delayed or prevented from performance by causes beyond its control including, but not limited to, fires, floods, strikes, acts of God, war, insurrection, government restrictions, or other causes of a like or different nature.
ASSIGNMENT	No assignment of the Purchaser's rights or obligations may be made without the prior, written consent of WFI.
PURCHASER'S ACCEPTANCE OF WFI'S TERMS	WFI is not bound by any terms on the Purchaser's order form or any other document emanating from the Purchaser which attempts to impose any condition at variance with WFI's terms and conditions of sale included herein or stated on WFI's packages, invoices, technical data sheets or any other WFI documents. WFI's failure to object to provisions contained in the aforementioned forms of the Purchaser shall not be deemed a waiver of the provisions of WFI's terms and conditions of sale which shall constitute the entire contract between WFI and the Purchaser. No waiver, alteration, or modification of the terms and conditions of this document shall be binding unless in writing and signed by an authorized representative of WFI. These WFI terms and conditions constitute the entire understanding between the parties with respect to the subject matter hereof and supersede any and all prior understandings, statements, warranties, representations and agreements, oral and written, relating hereto. In the event of any discrepancy or inconsistency between these terms and conditions and any other purchase order or acceptance form used by the Purchaser in connection herewith, these WFI terms and conditions shall govern, and such Purchaser purchase order, or acceptance form shall not amend, modify or add to the WFI terms and conditions stated herein.
PROPRIETARY INFORMATION	Any Purchaser information provided to WFI shall not be considered confidential unless otherwise agreed to by WFI in a separate agreement. All drawings, works of authorship, trade secrets, inventions, improvements or other items made or developed by or for WFI in connection with the performance of its obligations hereunder (the "Works") shall be WFI's property. Purchaser hereby assigns all right and title in and to such Works to WFI. Purchaser shall not use or disclose any of WFI's trade secrets or other confidential information, whether or not designated as such, except as required in connection with the use of the Products covered hereunder.
SEVERABILITY	If any provisions of this Agreement are held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other portions hereof, all of which provisions are hereby declared severable.