



TERMS AND CONDITIONS

QUOTATION # _____

This Quotation # _____ shall act a firm offer that Paramount Roll & Forming Inc. (“Seller”) assures you (“Buyer”) will be held open until the “Good Thru” date shown on this Quotation. The purchase order accepting this Quotation must be received by Seller via certified, registered mail or by overnight courier with confirmation receipt at 12120 E. Florence Avenue, Santa Fe Springs, California 90706 or by facsimile at the Seller fax number set forth above no later than that date. Delivery of acceptance via facsimile shall not be effective unless receipt is acknowledged by Seller via a return facsimile or other written receipt.

THIS OFFER MAY BE ACCEPTED ONLY ON THE TERMS SET FORTH IN THE QUOTATION AND THESE TERMS AND CONDITIONS. ANY TERMS IN YOUR ACCEPTANCE THAT ARE IN ADDITION TO OR NOT IDENTICAL WITH THE TERMS OF THE QUOTATION AND THESE TERMS AND CONDITION WILL NOT BECOME PART OF THE CONTRACT.

Seller reserves the right to revoke this offer earlier if, in Seller’s judgment, Seller is required to do so because of natural disasters, acts of governments, labor unrest, supplier delays, or other causes beyond Seller’s control.

The goods described in the Quotation will be delivered in a single lot F.O.B. Seller’s facility at 12120 E. Florence Avenue, Santa Fe Springs, California 90706. Delivery will be made within the time period shown on this Quotation.

Terms of payment for domestic customers are net 30 days on approved credit. Terms of payment for export customers are by irrevocable letter of credit unless Seller agrees to otherwise in writing. Prices quoted do not include any sales, use, excise, or other tax. Title to the goods and each item thereof shall remain in Seller, notwithstanding delivery and acceptance, until the full purchase price thereof including interest and all sums for which Buyer is obligated pursuant to this Quotation or relevant purchase order is paid to Seller. Buyer agrees that Seller shall not be required to accept payment other than by the means and manner set forth in this Quotation.

The parties expressly agree and understand that this writing may not be contradicted, supplemented, or explained by evidence of course of performance, course of dealing, or usage of trade. The parties intend this writing to be the final expression of the terms of their agreement and further intend that this writing be the complete and exclusive statement of all the terms of their agreement. This writing supersedes all prior agreements and all oral agreements made contemporaneously with the execution of this agreement. Any prior agreements or oral contemporaneous agreements may not be used to contradict, supplement, or explain this writing. This contract may not be modified, amended, or rescinded except by a writing signed by all parties to this contract or their duly authorized agents.

Buyer shall receive and inspect the goods as the goods arrive at destination. If Buyer receives

the goods or takes possession of the goods without inspection, this shall constitute a waiver of Buyer's right to inspect. All shipping damage or shortages in the goods shall be reported at once by Buyer to the carrier and a claim filed for same by Buyer. The parties agree that if Seller does not receive written notice in Seller's office within 48 hours after delivery of the goods that the buyer elects to return the goods sold under this contract, the buyer will be considered to have accepted all the goods shipped. For rejection of goods tendered under this contract to be effective, Seller must receive within 48 hours after delivery of the goods a written description of all alleged defects on which the buyer intends to rely. After acceptance of delivery, Buyer shall not be entitled to revoke that acceptance. Whether or not the buyer accepts the goods, buyer will bear the risk of their loss or damage from the time that the Seller ships the goods until Seller regains possession of them at Seller's facility at 12120 E. Florence Avenue, Santa Fe Springs, California 9070. Buyer represents and warrants that Buyer is not insolvent as that term is defined in California Uniform Commercial Code Section 1201(23). If Buyer becomes insolvent before delivery of the goods, Buyer shall notify Seller in writing. A failure to notify Seller in writing shall be deemed a reaffirmation of Buyer's solvency at the time of delivery. No waiver of any term or condition of this Quotation shall be valid and enforceable unless supported by consideration and in writing signed by the waiving party.

Any controversy or claim arising out of or relating to this Quotation, or the breach thereof, shall apply California law and be settled by binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The venue for such arbitration shall be Orange County, California. The prevailing party shall be entitled to recover its reasonable attorney's fees and to all other costs incurred.

SELLER SHALL IN NO EVENT HAVE OBLIGATIONS OR LIABILITIES TO BUYER OR ANY OTHER PERSON FOR LOSS OF PROFITS, LOSS OF USE OR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS QUOTATION OR THE SALE, DELIVERY, USE OR STORAGE OF ANY OF BUYER'S MATERIALS (INCLUDING EXOTIC MATERIALS) OR ANY FAILURE OR DELAY IN CONNECTION WITH ANY OF THE FOREGOING. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, SELLER (AND ITS AGENTS AND CONTRACTORS) SHALL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE (INCLUDING BUT NOT LIMITED TO THEFT, DAMAGE OR DESTRUCTION) ARISING FROM THE USE, HANDLING OR STORAGE OF BUYER'S MATERIALS, AND IN NO EVENT SHALL THE LIABILITY OF SELLER ARISING IN CONNECTION WITH THIS QUOTATION EXCEED THE GREATER OF (I) THE ACTUAL AGGREGATE AMOUNT PAID BY BUYER TO SELLER UNDER THIS QUOTATION OR (II) TWO THOUSAND DOLLARS (\$2,000).

NOTE: SELLER WARRANTS THE GOODS AS SET FORTH IN THE QUOTATION, IF ANY. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF ANY OTHER KIND, INCLUDING ANY WARRANTY THAT THE GOODS ARE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE.

END OF TERMS AND CONDITIONS