

**TERMS AND CONDITIONS OF SALE  
U.S. OR CANADA (NON-QUEBEC) BUYER**

**1. Terms and Conditions**

**2. Quotation and Prices.**

**3. Minimum Billing:**

**4. Terms of Payment**

**7. Cancellation**

**8. Inspection and Acceptance of Products.**

**9. Warranty**

**THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED IN THIS SECTION 9**



**19. Indemnification by Buyer.**

**24. Limitation of Liability NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LABOR COSTS, LOSS OF USE, EQUIPMENT, THIRD PARTY REPAIRS, INVESTIGATION COSTS, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, PENALTIES, LOSS OF SERVICE OR PERSONNEL, OR FAILURE OF PRODUCTS TO COMPLY WITH ANY APPLICABLE LAWS; WHETHER OR NOT ARISING FROM BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE.**

**25. No Assignment**

**26. Miscellaneous**

**27. Corrections.**

**28. Production Location.**

**29. Tools.**

**30. CERTAIN BUYER OBLIGATIONS:**