

ATD STANDARD TERMS & CONDITIONS

Allstate Tool and Die, Incorporated d/b/a ATD Precision (“ATD”)

SCOPE

The Terms and Conditions contained herein (“Terms”) shall apply to all quotations made and purchase orders accepted by ATD. The Terms shall constitute the complete and exclusive statement of the transaction(s) between ATD and any person or entity who purchase goods and/or services from ATD, (hereinafter the “Buyer”) and shall apply in lieu of any course of dealing between the parties or usage of trade in the industry. If the Terms conflict with any of the terms and conditions affixed to the purchase order or other procurement document issued by the Buyer, the Terms contained herein shall govern. Any reference by ATD to Buyer’s request for quotation is solely for the purpose of incorporating the description and specification of the goods and services contained therein, to the extent that such description and/or specification does not conflict the description contained in the quotation. ATD’s failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein. Any conduct by Buyer acknowledging the existence of an agreement relating to the subject matter of a quotation by ATD shall constitute an unqualified acceptance of the Terms. Any changes in the Terms contained herein must specifically be agreed to in writing signed by an officer of ATD before becoming binding on either party.

QUOTE MODIFICATIONS

The price and delivery terms of quotations are subject to change if Buyer wishes to change any terms of quotation presented.

TAXES AND GOVERNMENTAL REGULATIONS

Any license fee, property, sales, use or excise tax which may be levied, assessed or imposed by governmental authority on any of ATD’s products shall be added to the price therefor and by paid by the Buyer. Any increase in ATD’s costs in purchasing material or in manufacturing, processing, selling or delivering its products resulting from any government tax or regulation of industry shall be added to the selling price and be paid by the Buyer.

REQUEST FOR CHANGE/CANCELLATION

ATD reserves the right to apply a transaction fee for changes including, but not limited to, technical applications, quantity, delivery or any other terms requested by Buyer. Request for changes will be constituted as a request to renegotiate the contract without prejudice to the rights of ATD under the contract. In the event that Buyer wishes to cancel a contract following acceptance of quotation from ATD, and ATD consents to said cancellation, Buyer agrees to pay ATD for any damages which ATD may sustain as a result thereof including, but not limited to, (i) all work completed to date and in progress but not yet delivered to Buyer; and (ii) all raw materials, unamortized tooling costs, labor, handling, shipping and overhead associated with said cancellation. This is without prejudice to such other and additional rights as may be available to ATD under Law.

LATE PAYMENT/COLLECTION

Unless modified by specific reference on a quotation, Buyer agrees to pay 1% per month interest, plus \$60.00 USD transaction fee on all invoices unpaid after 30 days from date of shipment. If Buyer defaults in payment, Buyer shall pay ATD costs of collection, including attorney's fees, in addition to any other damages. ATD shall retain a security interest in the products until Buyer's final payment to ATD for said products and Buyer authorizes ATD to document any such security interest and file a financing statement if ATD shall deem necessary.

DELIVERY/DELAYS

Quoted delivery time is to be computed from the date of acceptance of Buyer's order with all essential information to fulfill such order completed and, if applicable, Buyer's signature of approval of documents necessary for manufacture. Quoted lead-time at time of quote is subject to change. ATD shall not be liable for delays or defaults hereunder due to strikes, riots, fires, accidents, governmental interference or embargoes, shortages of material, fuel, labor, supplies or transportation, or due to any cause of a like or different nature beyond its control. The existence of any such cause or causes of delay shall extend the time of performance or delivery of an order resulting from this quotation or any incomplete portion thereof by the time or times required removing any such excusable cause or causes of delay.

WARRANTY

ATD warrants that all articles, materials and work will conform with applicable drawings and specifications given by Buyer and accepted by ATD, it being understood that reasonable variances not impairing the usefulness shall be allowed and that such articles, material and work shall be free from defects in material and workmanship which impair the usefulness thereof. If any articles, material or work shall fail to conform to such warranties, ATD will furnish proper articles, material or work in exchange for same or, at ATD's option, pay or credit the Buyer the sale value less the scrap value of such defective material. Scrap value shall be based on the actual weight of the defective material. Such material shall not be returned without the consent of ATD and any claim in respect thereto shall be deemed waived unless made in writing within 60 days after delivery of the subject articles, material or work. The said warranties are not valid with respect to any articles, material or work which is disassembled by the Buyer or any of the Buyer's customers. THE FOREGOING IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, WARRANTIES (EXCEPT OF TITLE AND AGAINST PATENT INFRINGEMENT AS SPECIFIED HEREIN), GUARANTIES OR LIABILITIES, EXPRESSED OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND ANY WARRANTY OF MERCHANTABILITY AND ANY OBLIGATIONS OF ATD WITH RESPECT TO CONSEQUENTIAL DAMAGES) OR WHETHER OR NOT OCCASIONED BY ATD'S NEGLIGENCE. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY ATD AND BUYER. Buyer warrants that all merchandise is purchased for resale as tangible personal property, or to be incorporated as a component or part of other tangible property to be produced for sale by manufacturing, assembling, or other processing. ATD shall not be liable for any loss or damage resulting, directly or indirectly, from the use or loss of use of any articles, material or work. Without limiting the generality of the foregoing, this exclusion from liability embraces the Buyer's expenses for making up downtime, damages for which the Buyer may be liable to other persons, damages to property and injury to or death of any persons. ATD neither assumes nor authorizes any person to assume for it any other liability in connection with the sale or use of any articles, material or work, and there are no oral agreements or warranties collateral to or affecting this Agreement.

CONFIDENTIAL INFORMATION

Except as required by law, neither party shall use (except for purposes connected with the performance of its obligations hereunder), divulge or communicate to any third party any information of the other it reasonably knows to be confidential. ATD agrees to protect, indemnify and hold harmless the Buyer, its successors, assigns, customers and users of its products, against any liability, loss, damage or expense whatsoever resulting from any infringement of any United States Letters Patent by anything, material, design, composition, or processing of ATD's origin or practice supplied by ATD. With respect to any material, thing, or design, composition or process specified by Buyer and not of ATD's origin or practice, Buyer agrees to save ATD harmless from any liability, loss, damage or expense whatsoever resulting from any infringement of any United States Letters Patent arising out of ATD's making, using, or selling the same for or to Buyer in fulfillment of its orders or contracts. ATD and Buyer severally agree to notify the other in writing promptly of any charge of infringement made and of any suit brought in respect to such device of composition, and to assume or tender to the other the full control of the defense or settlement of such suit in accordance herewith.

COMPLIANCE WITH LAW

Each party agrees to comply with all state, Federal or local laws applicable to its performance hereunder.

FINANCIAL LIABILITY

All shipments shall at all times be subject to the approval of ATD's Credit Dept. In the event of any proceedings by or against buyer in bankruptcy or insolvency, voluntary or involuntary, or under Chapters X or XI of the Bankruptcy Act of the United States, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of Buyer, or if ATD shall deem Buyer's financial responsibility in doubt, or if Buyer fails to make any payment in accordance with the terms of the contract, ATD may, at its election, stop production under the contract, defer shipment or decline to ship, stop any goods in transit, or ATD may terminate the contract, all without liability and without prejudice to ATD's rights for any sums owing to it.

ASSIGNMENT

Buyer agrees not to assign an order resulting from this quotation without the consent in writing of ATD.

WAIVER

Any waiver or strict compliance with the terms of this agreement shall not be a waiver of the right to insist upon strict compliance with the terms hereof thereafter.

CONTRACT INTERPRETATION

All contracts shall be interpreted, construed and governed by the laws of the State of New York. Any dispute(s) between ATD and Buyer resulting from their business relationship shall be resolved in the Supreme Court in the State of New York, County of Monroe.

Mar_2_, 2016