

STANDARD TERMS & CONDITIONS - PRODUCT

- 1. Sales contracts become effective upon written acceptance of Buyer's order by Brainin. Once accepted, no order shall be varied, changed or modified without Brainin's written approval.**
- 2. Brainin reserves the right to change prices without notice at any time prior to acceptance of purchase order. Quoted prices are based on current or stated metal market prices. Since these fluctuate, actual selling prices shall be finally determined according to prevailing metal market prices and any applicable metal surcharges in effect on the date after order is shipped. Products containing precious metals shall be billed in accordance with the applicable Engelhard Fabricated Precious Metal Market in effect on the next market day after shipment.**
- 3. Brainin reserves the right to ship ten (10) percent more or less than the ordered quantity unless otherwise agreed in writing.**
- 4. Brainin shall not be liable for any delay in shipment or delivery of products, or for damage suffered by the Buyer by reason of such delay, when such delay is either directly or indirectly caused by, or in any manner arises from fire, flood, accidents, riots, war, delays of carriers, shortages of materials, acts of God, or other delays or causes of delay beyond its control including as a result of any regulations of the United States Government or any of its Departments.**
- 5. Claims for shortage or damage in transit (where applicable) shall be valid only if made in writing and received by Brainin within thirty (30) days after receipt of such shipment, unless otherwise agreed in writing.**
- 6. Cancellations shall be allowed only by mutual agreement, in writing, based on any adjustment necessary to cover labor expended and material procured, refined, processed or partially processed.**
- 7. Shipping dates are approximate and represent Brainin's best judgment at the time of acceptance of the order.**
- 8. Brainin warrants all goods sold by it to be free from defects in materials or workmanship when normally used and serviced. However, it assumes no liability beyond its billing price, nor does it assume any liability or claims for expenses or consequential damages incurred as a result of using its products.**
- 9. Brainin will, at its option, repair, replace or credit any material which is not in accordance with specifications set forth in the Buyer's purchase order and acknowledged by Brainin's acceptance of such order, but only upon written notice and acceptance by Brainin not later than thirty (30) days after receipt of materials by the Buyer.**
- 10. The validity, construction and effect of any order shall be governed by the laws of the Commonwealth of Massachusetts.**
- 11. Taxes or other Governmental charges on the production, sale and/or delivery of any of the material goods included in the order shall be payable by the Buyer.**