

TERMS AND CONDITIONS OF AMERICAN ALUMINUM SEATING, INC.

1. No Modifications

The sale of goods hereunder is expressly conditioned upon buyer's assent to and acceptance of the terms and conditions contained or referred to herein. NO TERMS OR CONDITIONS WHICH ALTER IN ANY WAY ANY PROVISION HERE SHALL BE BINDING UNLESS EXPRESSLY AGREED TO IN A WRITTEN INSTRUMENT SIGNED BY SELLER'S AUTHORIZED REPRESENTATIVE. SELLER OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS AND HEREBY REJECTS ANY AND ALL SUCH TERMS, WHETHER CONTAINED IN PREVIOUS OR SUBSEQUENT PROPOSALS OR COMMUNICATION FROM BUYER. Authorization by buyer to furnish goods hereunder constitutes Buyer's acceptance of and assent to these term and conditions.

2. Orders

Orders by telephone are accepted at risk of the buyer, and shipments made before receipt of written confirmation are for the convenience of buyer. To avoid the possibility of duplication, Buyer's confirming orders must be clearly marked "Confirmation." Confirmation orders not so marked a seller's election be treated as original open orders. Orders cannot be cancelled or modified without seller's consent.

3. Price

Increases in Seller's cost of the subject materials will result in increases in the prices shown herein. Such price changes may be effective by Seller without prior notice to Buyer.

4. Delivery

Seller shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Seller's control. including, without limitation, strikes, lockouts, fires, embargos, war or other outbreak of hostilities, acts of god, inability to obtain shipping space, machinery breakdowns, delays of carriers or suppliers, and governmental acts and regulations thereof is presented to Seller in writing with in (48) hours after delivery.

5. Installments

Unless otherwise expressly stated, Seller shall have the right to make delivery in installments. All installments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure of Buyer to pay for any installment when due shall excuse Seller for making further deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept and pay for remaining installments.

6. Warranty Disclaimer

If the goods purchased hereunder are defective or are not in substantial conformity with the specifications, Seller will replace such materials with conforming materials at the point of initial delivery or will, at sellers election, allow Buyer a credit or refund for the purchase price, provided that (1) Buyer has notified Seller of the defect or nonconformity with in ten(10) days after the delivery of the material; (2) the material has been properly worked or used by Seller and (3) Seller has given a reasonable opportunity to inspect the material. Buyer may not return material without Seller's consent. After inspection or wavier of inspection by Seller, Seller will arrange for the disposition of defective or nonconforming materials.

This warranty is expressly in lieu of all warranties, express or implied, and of all other obligations or liabilities on seller's part. SELEER EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE FOR A PATICULAR PURPOSE. Seller is not liable for loss of time, cost of labor expended, or for any separate, special, direct, consequential, or incidental damages, including without limitation consequential damages resulting from rejection of finished parts by Buyer's customers.

7. Claims against Common Carriers.

If buyer discovers a shortage in goods delivered or if the goods have been damaged in transit, Buyer must make a note to the effect upon the receipt Buyer gives the carrier or his agent. Also, Buyer must request that a similar notation be made on the freight bill. Damaged material must not be unloaded until it has been inspected and noted in writing. If there is justification for a claim, Buyer will file promptly with the carrier. If the material was shipped F.O.B. destination, Buyer must take the above steps. notify selling agent.

8. Litigation and collection

Any litigation concerning the sale of goods hereunder, Shall be brought in the United States District Court for the Northern District of Iowa or, if subject matter jurisdiction is lacking therein, in the Circuit Court of Marshall county, Iowa, which courts shall have the exclusive venue for and have exclusive jurisdiction over any such litigation. Seller and Buyer hereby expressly consent to the jurisdiction and venue of said courts.

9. Attorneys' Fees

If any default is made in payment of amounts due for the sale of goods hereunder, and the account is placed in the hands of any attorney for collection, Buyer agrees to pay seller's reasonable cost of collection, including reasonable attorney's fees, not to exceed the amount allowed by any applicable statute.

10. Freight Charges

If the quoted price for the goods was based on freight being allowed to destination, any charge in applicable freight rates between the date of the quotation and the time of shipment will result in a corresponding change in price. If the quotation included sufficient material for a carload or truckload shipment and Buyer has ordered shipments to be made in less than carload or truckload amount, then Buyer must pay the difference between carload/truckload and less than carload or truckload freight. If price is quoted F.O.B. trucks, it shall mean on the nearest Accessible road or street to the building operation, and not unloaded from the trucks.

Except as otherwise provided herein, seller shall not be responsible for freight, transportation, insurance, shipping, storage, handling, demurrage or similar charges. If such charges are by the terms of sale included in the price, any increase in rates becoming effective after the date hereof shall be the responsibility of the Buyer.

11. Taxes and other Charges

In addition to the price for goods sold, the buyer shall pay any imposed by any present or future law on the sale of goods covered by this order, and all other reasonable charges for ancillary.

12. Financail Responsibility

Reasonable doubt on the part of the Seller concerning the financial responsibility of the Buyer shall entitle Seller to stop operation, decline shipment, or stop any material in transit without liability, until the materials have been paid for or until Seller in furnished reasonably satisfactory proof of buyer's financial responsibility.

13. Controlling Law

This contract is deemed made in Iowa and shall be governed by and construed in accordance with the laws of Iowa.

14. Wavier

Neither any failure nor any delay on the part of the Seller in exercising any rights under this invoice shall operate as a wavier of any of Seller's rights hereunder.

15. Payment terms and Conditions

Payment terms are net 30 days unless otherwise stated in writing. If Buyer has exceeded the net 30 days for payment, the buyer will be responsible for a service charge of 1.5 % per month or 18% annually unless otherwise stated in writing.