

TERMS OF SALE

GENERAL

The following terms and conditions shall constitute the entire Agreement for the purchase and sale of Barry Sales, Ltd. products. Any acceptance contained herein is made expressly conditional upon the Purchaser's assent to the terms which are different from, in addition to, or vary the terms contained in the Purchaser's purchase order or request for quotations. Such assent shall be deemed to occur upon the failure of the Purchaser to object in writing specifically to such term or terms within 14 days from the receipt hereof. Any terms and conditions contained in the Purchaser's purchase order or request for quotation which are different from, in addition to, or vary Barry Sales, Ltd.'s terms and conditions shall not be binding upon Barry Sales, Ltd. and Barry Sales, Ltd. hereby objects thereto.

CHANGES

Prior to the date of delivery of any product or products hereunder, the Purchaser shall have the right to make changes in its order provided that Barry Sales, Ltd. receives written notice of the desired changes and accepts the same, and provided further that the Purchaser accepts the additional change therefor as determined by Barry Sales, Ltd. Changes which interfere with or alter Barry Sales, Ltd.'s production schedules will not be acceptable unless the time for performance is extended for such period as deemed necessary by Barry Sales, Ltd. Failure of Barry Sales, Ltd. to accept a Purchaser's request to change its purchase order shall not be cause for Purchaser's cancellation of its order except upon payment of a cancellation charge to be determined by Barry Sales, Ltd.

CANCELLATION

- (a) Barry Sales, Ltd. shall have the absolute right to cancel this Agreement upon breach thereof by the Purchaser, failure by the Purchaser to make any payment required by this Agreement, or the insolvency or bankruptcy of the Purchaser.
- (b) A purchase order or any part thereof which is hereby accepted by Barry Sales, Ltd. may not be cancelled unless and until Barry Sales, Ltd. receives written notice of the cancellation, has determined the additional charge to be made and the same has been accepted and paid by the Purchaser. Upon receipt of a notice of cancellation Barry Sales, Ltd. shall be entitled to take whatever action it deems necessary and advisable to minimize cancellation charges.

WARRANTY

- (a) Barry Sales, Ltd. warrants, except as hereinafter provided, each product sold hereunder which is assembled by it to be free from defects in assembly under normal use and service for a period of one year after shipment thereof to the original purchaser.
- (b) BARRY SALES, LTD.'S WARRANTY EXTENDS ONLY TO PRODUCTS ASSEMBLED BY IT AND IS, TO THE EXTENT PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY PRIOR WRITTEN OR ORAL REPRESENTATIONS REGARDING SUCH PRODUCTS MADE BY BARRY SALES, LTD., ITS EMPLOYEES, AGENTS OR REPRESENTATIVES.
- (c) PRODUCTS, OR COMPONENTS THEREOF SUPPLIED BY ANY OTHER PARTY TO BARRY SALES, LTD. WHICH ARE NOT ASSEMBLED BY BARRY SALES, LTD. ARE COVERED ONLY BY THE INDIVIDUAL WARRANTY OF SUCH OTHER PARTY AND COPIES OF SUCH WARRANTIES WILL BE FURNISHED UPON REQUEST.
- (d) Barry Sales, Ltd. reserves the right to inspect products claimed defective under warranty either at the Purchaser's location or at St. Louis, Missouri. A defective product is not to be returned to Barry Sales, Ltd.'s plant unless authorized by Barry Sales, Ltd. Products so returned shall be returned to Barry Sales, Ltd.'s plant, freight prepaid. Any product proving defective due to faulty assembly within one year from date of shipment will be replaced or repaired free of charge, F.O.B. Barry Sales, Ltd. plant, St. Louis, Missouri. Barry Sales, Ltd. assumes no liability for labor charges incidental to the adjustment service, repairing, removal or replacement of the product or other costs, or for the expense of repairs made outside of its factory except when made pursuant to Barry Sales, Ltd.'s prior written consent. Barry Sales, Ltd., at its option, may ship a replacement or replacements immediately under standard billing and make warranty adjustment after inspection of the defective product by means of credit memorandum.

DELAYS

Barry Sales, Ltd. shall not be liable for damages for delays in performance due to circumstances beyond its reasonable control, including without limiting the generality of the foregoing, any priority system established by any agency of the United States Government, fires, floods, storms, and other acts of God, accidents, strikes, insurrections, war, shortage of materials, lack of transportation and failure of performance of subcontractors and/or suppliers for similar reasons. Failure of Barry Sales, Ltd. to perform for these reasons aforesaid shall not be grounds for Purchaser's cancellation of its order but the delivery date shall be extended accordingly.

LIMITATION OF LIABILITY

No claim made hereunder by the Purchaser, whether as to goods delivered or for non-delivery, shall be greater than the purchase price of the goods in respect of which such claim is made and Barry Sales, Ltd. shall under no circumstances be liable for consequential damages.

MISCELLANEOUS

- (a) This Agreement may not be assigned or otherwise transferred by Purchaser without the prior written consent of Barry Sales, Ltd. and any such assignment or transfer without such prior written consent shall be null and void and of no force or effect whatsoever.
- (b) Barry Sales, Ltd.'s failure to insist, in one or more instances, upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of its right to such performance or the future performance of such term or terms and Purchaser's obligation with respect thereto shall continue in full force and effect.
- (c) Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid, to the other party thereto at its respective address first above written. Any such notice, if so mailed, shall be deemed to have been received on the third business day following such mailing. Either party hereto may change its address for notice purposes by written notice to the other party.
- (d) The paragraph headings in the Agreement are used for convenience only. They form no part of this Agreement and are in no way intended to alter or affect them.
- (e) This Agreement may be amended at any time by mutual agreement of the parties hereto by an endorsement to this Agreement signed by each of them.
- (f) The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other of its provisions.
- (g) This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- (h) We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.
- (i) All reasonable legal and collection costs will be charged to Purchaser if referred to collection.

TAXES

All applicable Federal, state or local sales, use, or excise taxes are the responsibility of the Purchaser and shall be in addition to the price or prices stated by Barry Sales, Ltd. unless otherwise specifically stated. Barry Sales, Ltd. shall have the right to invoice separately any such tax as may be imposed at a later time. Applicable tax exemption certificates must accompany any order to which the same applies.

PAYMENT TERMS

- (a) CASH PAYMENTS: Net 30 days, or as noted on invoice. A service charge at the maximum rate allowed by law will be charged on balances which are over 30 days.
- (b) F.O.B. Shipping Point unless otherwise stated.