



Carbon Technology

Terms and Conditions

Schunk Carbon Technology, LLC - Wisconsin, USA

1. General

These terms and conditions govern all sales by Schunk Carbon Technology, LLC ("SCT"). No addition to or any modification of any of these terms and conditions as they appear herein shall be binding upon SCT, unless signed in writing by a duly authorized representative of SCT.

2. Orders

All orders received are subject to acceptance by an authorized representative of SCT.

3. Payment Terms

Payment is due within 30 days from the date of the invoice, unless otherwise agreed to in writing by SCT. In the event of late payment or nonpayment, SCT shall be entitled to recover from Buyer interest on the unpaid balance at the highest lawful rate, plus the costs of collection, including attorneys' fees.

4. Prices and Shipment

All prices are in U.S. Dollars unless otherwise specified. All prices and deliveries are FCA Menomonee Falls, WI USA Incoterms 2010, excluding packing, unless otherwise agreed to in writing by SCT. Risk of loss or damage shall pass to Buyer upon delivery to transporting carrier. Prices quoted are subject to change due to the impact of trade or tariff legislation hereafter enacted.

5. Delivery, Loss, Delay

Delivery dates specified in orders and quotations are approximate. SCT shall not be liable for loss, damage, delays or no delivery due to causes beyond its reasonable control including but not limited to acts of God, acts of any governmental authority, acts of civil or military authority, fires, floods, strikes or other labor disturbances, war, riot, delays in transportation, breakdown of essential machinery, or material shortages. In the event of delay for any such reason, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. In the event SCT is unable to perform for any of the foregoing reasons, SCT may (at its option) cancel the order without liability.

6. Cancellation

Buyer cannot cancel orders placed with SCT, except with SCT's express written consent and on terms acceptable to SCT. In the event of an unauthorized cancellation, Buyer shall be liable to SCT for all damages relating to the cancellation, including but not limited to all commitments made or costs incurred in preparing to perform or in performing the work, tooling, equipment and material costs, cancellation charges of SCT's suppliers, and lost profits.



7. Limited Warranty

SCT warrants to Buyer (and only to Buyer) that the products purchased will be free from defects in material and workmanship and shall possess the characteristics represented in writing by SCT. This warranty shall only apply to such defects appearing within 90 days from the date of SCT's invoice, unless otherwise agreed to in writing. In the event of occurrence of a defect covered by this limited warranty, as Buyer's sole and exclusive remedy, SCT agrees that it will, at its option, (a) replace the product, (b) repair or modify the product or (c) issue a credit for the defective product. Rights under this warranty are available only if SCT is notified promptly (and in no event later than 120 days after the date of SCT's invoice) in writing of the alleged defect. SCT shall have no liability hereunder if the defect was due to misuse, improper installation, improper operation, improper maintenance, alteration, modification or accident. SCT shall have no liability for any costs associated with rejected products (such as sorting or other costs) unless expressly agreed in writing.

The above-stated limited warranty constitutes the sole and exclusive remedy of buyer for any defects in the products and is in lieu of all other warranties whether express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose.

8. Limitation of Liability

SCT shall not in any event be liable for any special, indirect, incidental or consequential damages or penalties (including, but not limited to, lost profits, lost use, or lost production).

9. Governing Law and Venue

The law of the state of Wisconsin shall govern the validity, interpretation and enforcement of this order. Venue for any action relating to the order shall be proper in Waukesha County, Wisconsin, the location of SCT's principal place of business.