

TERMS AND CONDITIONS

ALL QUOTATIONS AND SALES BY BOSTON GEAR, THE CONTRACTING PARTY HERETO, HEREAFTER CALLED "COMPANY" ARE MADE ON THE FOLLOWING TERMS AND CONDITIONS.

1. QUOTATIONS and THEIR ACCEPTANCE

Unless otherwise specified, quotations on stock products are for immediate acceptance, subject to prior sales. Quotations on special products are made subject to acceptance within thirty (30) days from date thereof, but in making such quotations, the Company reserves the right to change or cancel them at any time prior to the receipt of the customers' written acceptance. All quotations for special products are based upon supplying up to plus or minus 5% of quantity ordered unless otherwise stated in the quotation. All quotations are made F.O.B. shipping point.

2. PRICES

Prices are in accordance with current Company price lists, are based on quantity specified and are subject to minimum order requirements of the Company. In the event the Company consents to the cancellation or suspension of orders, it shall be entitled to charge for work done and material ordered or used up to the time of giving its written consent to such cancellation or suspension. When work is to be done on material furnished by the customer, prices are based on the quantity specified being delivered by the customer at one time within a reasonable time after acceptance of order. Quotations will be made on special products of all types or on cutting only. Prices, specifications, and terms and conditions, as well as all statements appearing in the Company's catalogs and advertisements, and made elsewhere by the Company are subject to change without notice. Changes by the customer in specifications or delivery requirements will be subject to change in price. Whenever the net price of an order amounts to less than \$25.00, a minimum charge of \$25.00 will be made.

3. CREDIT TERMS

To those customer and prospective customers whose credit is satisfactory to the Company, terms are net thirty (30) days, from date of invoice, with the option of paying semi-monthly. The Company may at any time when, in its opinion, the financial condition of the customer or prospective customer warrants it, either alter or suspend credit, or discontinue deliveries, and render a charge covering the value of any partially finished special products which are then being manufactured for the customer. In those instances where credit is not established, and in cases where satisfactory references are not given, the terms are cash with order. For special products in those instances where credit is not established to the satisfaction of the Company, a deposit of at least 50% of total value of the order is required. Remittances should be made by check or money order, payable to the Boston Gear, Quincy, Massachusetts 02171, U.S.A. Delays in transportation shall not exceed the terms of payment.

4. MATERIAL FURNISHED by THE CUSTOMER

Unless otherwise specified, quotations are based on material furnished by the customer being of ordinary hardness, normal allowance for finish, uniform specification, and machine work being of ordinary commercial accuracy. If material furnished by the customer involves the Company in expense not contemplated by the contract, the customer will be charged for all such additional expense. If serious defects are found in the material furnished by the customer, the customer will be charged for the actual work done. The Company assumes no responsibility for, and will not be liable for loss of or damage to samples, blueprints, diagrams, and other material of any nature submitted or furnished by the customer or prospective

customer, provided the Company has exercised reasonable care in the handling of the same. The Company does not assume transportation and insurance costs on any of the foregoing items. In all cases where the customer or prospective customer makes no statement in writing, concerning the disposition of any of the foregoing material when submitted, the Company reserves the right to dispose of such material according to its best judgment.

5. DIMENSIONS

When dimensions of rims, bores, and hubs are not clearly specified, quotations are based on ordinary dimensions. Before the customer's blanks are accepted by the Company for cutting, the diameter, holes, rims, and ends of holes must be finished; for bevel gears, hubs, must be of uniform length. There should also be an allowance of extra blanks to cover possible spoilage. Unless otherwise specified, dimensions are in inches.

6. SAMPLES

In no case are samples furnished free. If agreed to by the Company, a few products in advance of a regular quantity order will be furnished but only at an agreed upon price over the regular quantity price.

7. TAXES

If any tax is at any time levied or imposed by the federal or any state or local government, or any other taxing authority, upon the products covered hereby, or in respect of the production, processing, manufacture, storage, sale, use, or consumption thereof, or, in the case of goods delivered at the Company's expense, upon the transportation thereof, including freight charges thereon, the amount of such tax shall be added to the purchase price above specified and shall be borne by the customer. The Company will accept a valid exemption certificate from the customer if applicable; however, if any exemption certificate previously accepted it not recognized by the taxing authority involved and the Company is required to pay the tax covered by such exemption certificate, the customer shall be required to promptly reimburse the Company for the taxes so paid.

8. SHIPMENTS

All shipments are made F.O.B. shipping point (subject to freight allowance under conditions stated in separate price schedules). When ordering, the customer's desired method of shipment must be clearly stated. Where instructions for shipping do not appear on the order, shipment will be made according to the Company's best judgment. Full risk of loss (including transportation delays and losses) shall pass the customer upon delivery of the products to F.O.B. point. Unless otherwise instructed, all Parcel Post shipments are insured at the customers' expense. Parcel Post shipments without insurance are at the customer's risk. Deliveries by Messenger Service to a terminal are made at the customer's risk and expense. Partial shipments shall be permitted and the Company may invoice each shipment separately.

9. REFUSAL of SHIPMENT

In case of the refusal or inability of the customer to accept any shipment in accordance with the terms of the order, the customer shall be liable for freight, express, storage, extra cost of handling and all other expenses incurred by the Company as a result of such refusal or inability.

For application assistance call 704-688-7324 or visit us at www.centricclutch.com

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10. DELAY or NONPERFORMANCE

The Company shall not be liable for any delay or loss of any nature or failure in performance due to or caused by fire, flood, strike, or other differences with workmen, accidents, labor or material or transportation shortages, war (declared or undeclared), insurrection, riot, or by any governmental orders or regulations, legal interferences or prohibitions, defaults on the part of suppliers or other causes beyond the Company's reasonable control.

11. CLAIMS and REJECTED MATERIAL

Any products which have been altered or damaged are not returnable except with the Company's written consent. To reject products on inspection as defective, customer must notify the Company in writing within ten (10) days from receipt of the products. Before allowing or rejecting claim, the Company shall then have the option of reinspection at the customer's plant or its own. Defects that do not impair service shall not be a cause for rejection. The Company shall have the right to replace within a reasonable time any product or products which in its opinion do not conform to the order. No claim will be allowed for any products damaged by the customer or damaged in transit. Expenses incurred in connection with claims for which the Company is not liable, will be charged to the customer. The Company will not be responsible for any work done to correct errors unless such work is authorized by the written consent of the Company. The Company assumes no liability for any claim for infringement of any foreign or domestic patent.

12. LIMITED WARRANTY

The Company warrants that products manufactured or sold by it shall be free from defects in material and workmanship. Any products which shall within one (1) year of delivery, be proved to the Company's satisfaction to have been defective at the time of delivery in these respects will be replaced or repaired by the Company at its option. Freight is the responsibility of the customer. The Company's liability under this limited warranty is limited to such replacement or repair and it shall not be held liable in any form of action for direct or consequential damages to property or person. THE FOREGOING LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESS, IMPLIED AND STATUTORY AND INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS.

No employee, agent, distributor, or other person is authorized to give additional warranties on behalf of Boston Gear, nor to assume for Boston Gear any other liability in connection with any of its products, except an officer of Boston Gear by a signed writing.

13. WAIVER of BREACH

No waiver by the Company of any breach of these provisions shall constitute a waiver of any other breach.

14. CONSEQUENTIAL DAMAGES

The Company shall not be liable to the customer or others claiming through the customer for special or consequential charges for any reason whatsoever.

15. LAWS

To the best of the Company's knowledge and belief it is in compliance with all local, state and federal laws. All orders are subject to the condition that the Company's obligation under such local, state and federal laws and Executive Orders, Rules and Regulations issued thereunder, whether now in force or hereafter made effective, shall be no greater as a result of this agreement and no greater than required by such laws and the Company expressly disclaims assumptions of any of the customer's obligations under such laws.

16. GENERAL

Any terms and conditions of a customer's order which are inconsistent with or additional to the terms and conditions hereof shall not be binding on the Company and shall not be considered applicable to any sale or shipment of the Company's products. All such terms and conditions are hereby expressly rejected. No waiver, alteration or modification of any of the Company's terms and conditions shall be binding on the Company unless made in writing and agreed to by a duly authorized official of the Company.

17. PRINTERS, STENOGRAPHIC, and CLERICAL ERRORS

The Company is not responsible for printers' errors made in any of its publications and other forms of printed matter, or for any stenographic and clerical errors. All such errors are subject to correction.