



Meyer Tool Huntersville, LLC • 13420 Reese Blvd. West • Huntersville, NC 28078  
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## General Terms and Conditions

### 1. General

For business transactions with MEYER TOOL HUNTERSVILLE, LLC ("MTH") involving cutting services, the following terms and conditions will apply unless otherwise noted within the order confirmation. Deviant contract terms of the buyer are not applicable, unless expressly acknowledged and agreed to in writing by MTH. It is expressly understood and agreed that in the event terms and conditions set forth in any order form, purchase request or confirmation provided by buyer add to or conflict with these terms and conditions, these terms and conditions shall prevail and govern. MTH's acceptance of a contract to deliver product is expressly conditional on buyer's agreement and assent to these terms and conditions.

Unless the buyer requests and provides specific regulatory requirements, MTH will use Good Manufacturing Practices for the services provided.

### 2. Supply and Prices

All offers are subject to change without notice and are non-binding. Unless noted otherwise, all prices are ex works factory and may be subject to value-added taxes, transportation costs, packaging costs and any other applicable taxes.

### 3. Payment Conditions

Invoices from MTH are due net 30 days. Any delays in payment will be subject to default interest at the rate of 1½% per month (18% per annum).

### 4. Delivery Dates

MTH confirmed delivery dates will be honored. If a delivery is more than 30 days late, the buyer has the right, after written notice to MTH and a reasonable grace period, to withdraw from the contract. Other claims caused by delays in delivery are excluded.

### 5. Delivery

Delivery will be ex works unless otherwise specified. Transportation will be at the risk of the buyer, even if free delivery has been agreed.

### 6. Warranty

MTH guarantees that the services provided will be free of defects. The buyer is required to examine the goods immediately upon receipt. Any report of non-conformances must be provided promptly in writing; otherwise the goods are noted as approved. For any reported non-conformance, MTH reserves the right to (A) replace the non-conforming service or (B) issue a refund for the purchase price, which shall be the buyer's exclusive remedy. Claims for consequential damages caused from non-conforming goods are excluded.

## **7. Limitation of Liability**

The warranty obligations of MTH are exclusively governed by paragraph 6. All other warranties of any kind, express or implied, including those of merchantability and fitness for a particular purpose are excluded. Further, under no circumstance is the buyer entitled to claim damages other than to the item itself, and all other damages, direct, indirect, special, incidental or consequential, are expressly excluded, including without limitation production deficiencies, production failures, loss of use and loss of income. This disclaimer does not apply to the intentional misconduct or gross negligence of MTH. MTH shall have no responsibility or liability for the actions of third parties.

## **8. Documentation**

Drawings, illustrations, printed material, offers and the like are not to be redistributed without the written consent of MTH. All MTH documents are available in English. Translation into other languages will be provided by request for a fee paid by the buyer.

## **9. Regulatory Approvals**

The procurement of government permits is the exclusive responsibility of the buyer.

## **10. Applicable Law; Jurisdiction**

The Contract shall take effect and be construed in accordance with the laws of the State of North Carolina, USA, including its provisions of the Uniform Commercial Code, but excluding its conflict of laws principles and the provisions of the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. Each party irrevocably consents to the jurisdiction of all state and federal courts sitting in Mecklenburg County, North Carolina and agrees that venue for any legal action brought in connection with the Contract shall lie exclusively in such courts.