

MultiNational Resources, Inc. Terms and Conditions of Sale

1. Subject to the terms and conditions set forth herein, MultiNational Resources, Inc., a New Hampshire corporation with its principal place of business located at 167 Exeter Road, Newfields, NH 03856 ("MultiNational") agrees to sell, and customer agrees to purchase MultiNational products ("Products") as are identified on the face of this document. All orders for MultiNational Products are subject to approval and acceptance by authorized MultiNational personnel.
2. Payment terms are net 30 days from date of invoice, unless otherwise stated on MultiNational's invoice. All prices will be F.C.A. point as quoted with all freight, insurance, tax, tariff and other transaction costs paid by the customer. A finance charge on balances remaining unpaid after the due date of the invoice will be assessed at the lesser of one and one-half percent (1 1/2 %) per month or the highest rate permitted by law. Until all amounts owing MultiNational for the Products (in accordance with this Agreement and as set forth in invoices or by other memoranda from time to time issued by MultiNational) have been fully paid (all such obligations, liabilities and indebtedness of customer to MultiNational being sometimes collectively referred to herein as "Liabilities"), customer hereby grants to MultiNational, to secure payment of such Liabilities, a continuing senior purchase money security interest in the Products and the proceeds therefrom. Customer shall, at its own cost and expense, perform all acts necessary to perfect and protect MultiNational's interest; provided, customer hereby authorizes MultiNational to file UCC financing statements to perfect such security interest. MultiNational's payment, price and credit terms are subject to change without notice.
3. Delivery shall be made and title and risk of loss shall pass to customer upon delivery of the Products to the carrier at the F.C.A. point. The customer is responsible for determining the appropriate use of all Products ordered and assumes all risk and liability associated with their use. MultiNational's liability for any claims arising from the sale or use of any of its products will be limited to the actual purchase price paid for the Product involved. IN NO EVENT WILL MULTINATIONAL BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST IT BY ANY PARTY OTHER THAN THE CUSTOMER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER MULTINATIONAL KNOWS OR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
4. Any legal action against MultiNational, whether based on breach of contract or any other event, will be forever barred unless written notice of the breach or other event on which the action is based is given to MultiNational within 90 days after it occurs, and the action is commenced within one year after the date of such notice.
5. MultiNational is not responsible for any delay in shipment or delivery of Products occurring after MultiNational delivers the Products to a common carrier for shipment. Such delay will not be a cause for order cancellation. In case of shortages, MultiNational reserves the right to allocate available supplies in such manner as it may determine. Such allocation will not be a cause for order cancellation. It is acknowledged that Products are custom products and once an order is placed, Products may not be cancelled or rescheduled unless agreed to in writing by authorized personnel at MultiNational. MultiNational may cancel or delay shipment of any order if the customer's credit becomes impaired or unsatisfactory to MultiNational, or the customer fails to meet any financial obligation to MultiNational, or any other event or circumstance occurs or exists which causes MultiNational to believe that such action is advisable. MultiNational shall not be liable for any delay or failure in delivery or performance or damage to Products, due, directly or indirectly, to any cause beyond MultiNational's reasonable control, including, but not limited to, acts of God, fires, floods, epidemics, strikes or other labor disputes, accidents to machinery, acts of sabotage or terrorism, riots, wars, inability to obtain raw materials, components, fuel or supplies, precedence or priorities granted at the request or for the benefit, directly or indirectly, of the federal, any state or foreign government or any subdivision or agency thereof, delay in transportation or lack of transportation facilities, or any restrictions imposed by federal, state, foreign or other governmental legislation, rules, regulations or orders.
6. All sales by MultiNational to its customers are final, and no Products may be returned without prior written authorization of authorized MultiNational personnel. No credit will be given for unauthorized returns, and if any Product returned under warranty is found to be out of warranty, MultiNational reserves the right to repack and return the Product to the customer without issuing credit and at the customer's expense.
7. MultiNational makes no warranties with respect to any of its Products other than as expressly stated in the MultiNational quotation. THE FOREGOING WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY DISCLOSURE TO MULTINATIONAL OF THE INTENDED USE OF THE PRODUCTS, AND ALL SUCH OTHER WARRANTIES, EXPRESS AND IMPLIED ARE HEREBY EXPRESSLY DISCLAIMED. The sole and exclusive remedy for any Products not complying with MultiNational's limited warranty shall be limited to, at the option of MultiNational, repair, replacement or refund of the purchase price of the nonconforming Products.
8. The customer shall pay, and indemnify and hold MultiNational harmless against, all cost and expenses (including fees paid to collection agencies and attorneys) incurred by MultiNational in connection with any disputes, collection actions or litigation arising out of dealings or relations between MultiNational and the customer.
9. Customer may not assign any of its rights or obligations related to the purchase order, goods or performance of services detailed on the front face of this document without written agreement signed by an officer of MultiNational. MultiNational may require that all debts due or subject to a credit extension be paid by customer as a condition of its agreement and reserves the right to enter or not enter a business relationship with the successor entity as it sees fit.
10. This Agreement shall be governed by the laws of the State of New Hampshire. Any legal action relating to or arising out of any transaction, agreement or relationship between MultiNational and any of its customers must be brought and maintained in a state or federal court located in New Hampshire. The customer irrevocably consents to the exclusive jurisdiction and venue of such courts with respect to any such legal action. If any provision contained in these terms is, for any reason, held to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect any other provision of these terms and these terms will be construed as if such invalid or unenforceable provision had not been contained herein. No waiver by MultiNational of any default shall be deemed a waiver of any subsequent default unless the same shall be signed in writing by MultiNational.
11. Where applicable, customer will obtain all necessary licenses and consents for the resale, import or export of supplied Products under the laws and regulations of any relevant jurisdiction. Customer shall hold harmless and indemnify MultiNational from any damages and any government sanctions resulting to MultiNational from a breach of this article.
12. The terms of the sale of the Products are expressly limited to the terms and conditions set forth herein. Any and all terms set forth on customer's purchase order or otherwise proposed by customer are hereby rejected and shall be void unless expressly agreed to in writing signed by authorized MultiNational personnel. These Terms and Conditions of Sale comprise the entire agreement between MultiNational and the customer, and supersede all prior and contemporaneous agreements and understandings, whether oral or written, relating to the purchase and sale of the Products listed on the front of this document.