

TERMS AND CONDITIONS OF SALE

1. Adoption of Code Definitions. Except where otherwise stated, all terms used herein shall have the same definitions as set forth in the Uniform Commercial Code in the State of California on the date of written acceptance.
2. Jurisdiction. The jurisdiction for this contract will be Monterey County, California.
3. Delivery. The goods are sold F.O. B., (Free on Board at specified shipping point or to specified destination), C.I.F., (Cost, Insurance, & Freight) or C & F (Cost and Freight) as specified on the reverse page. (a) If F.O.B., shipping point, Seller will arrange for transportation to Buyer at the indicated destination point, the goods shipped under a straight bill of lading, freight collect. (b) If C.I.F., the goods are sold C.I.F., point of destination indicated and under a straight bill of lading, "freight prepaid" or "freight collect", with the cost of shipment deducted from the price. Seller shall not procure war insurance upon the goods. (c) If shipped C & R, the same conditions apply as a contract sold at C.I.F., except that insurance will be the responsibility of the Buyer.
4. Identification-Risk of Loss. Identification of the goods under Section 2501 of the Uniform Commercial Code in the State of California shall occur on signing. Risk of loss shall pass to the Buyer upon such identification.
5. Title. Title transfers to the Buyer at the F.O.B. point. Contracts sold as C.I.F. or C & F. are presumed to be the same as F.O.B. Destination.
6. Disclaimer of Express Warranties. Seller warrants that the goods are as described herein, but no other express warrant is made. If any model or sample was shown to Buyer, such model or sample was to merely illustrate the general type and quality of the goods and not to represent that the goods would necessarily conform to the model or sample. The goods sold under this contract are purchased by the Buyer "as is", and Seller does not warrant that they are of MERCHANTABLE QUALITY NOR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE.
7. Delivery and Payment. At the time of each shipment under this contract, Seller shall prepare an invoice and send under separate cover showing the price of the goods and all attendant costs to be paid by Buyer. Buyer shall pay each invoice and within the mutually agreed upon terms on the Invoice. Interest at 12 percent annually is chargeable thereafter.
8. Buyers Remedies. Merchandise that does not meet the specifications designated on the reverse sheet hereof will be replaced or a refund, pro rata, made at Buyer's option. In the event of any other breach or repudiation of this contract by Seller, Buyer will be entitled to no damages unless Buyer effectuates "cover" as that term is defined in the Uniform Commercial Code. Incidental and consequential damages are included within the meaning of "damages" as used here. Any notice(s) pertaining to rejection or claim of nonconformity must be made in writing, specifying in detail the objections of Buyer, delivered to Seller with ten (10) days from the delivery of such goods. Failure to give such notice in the time specified shall constitute an irrevocable acceptance of the goods and an admission that they fully comply with all terms, conditions, specifications and warranties made under this contract.
9. Solvency of Buyer. Buyer represents that he/she is able to pay his/her debts as they become due, is in fact now paying his/her debts in the ordinary course of business and is not insolvent within the meaning of the Federal Bankruptcy Act. Buyer makes these presentations with full knowledge that Seller is relying thereon in extending any credit.
10. Modifications. This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
11. Interpretation-Parol Evidence. This writing is intended by the parties as a final expression of their contract and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determining the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code effective in the State of California is used in this contract the definition contained in the Uniform Commercial Code is to control.
12. Authority of Seller's Agents. No agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, representation, or warranty different than that contained in this document concerning the goods sold under this contract, and unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included herein, it has not formed a part of the basis of this bargain for this contract and shall not in any way be enforceable against the Seller.
13. Waiver. No claim or right of Seller arising out of a breach of this contract by Buyer can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the Seller.
14. Assignment-Delegation. No right or interest in this contract shall be assigned by Buyer without the written permission of Seller and no delegation of any obligation owed, or of the performance of any obligations, by Buyer shall be made without the express written permission of the Seller. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
15. Time for Bringing Action. Any action for breach of this contract must be commenced within two (2) years after the cause of action has accrued.
16. Applicable Law. This contract shall be governed by the Uniform Commercial Code in the State of California, effective and in force on the date of this contract.
17. Expense of Collection. Buyer shall be liable for all costs and expenses paid or incurred in order to collect any amounts due Seller, hereunder including a reasonable attorney's fee.

SALES CONTRACT NO.: _____

ACCEPTED BY: _____

COMPANY NAME: _____

DATE: _____

QUIEDAN COMPANY by: _____

DATE: _____