

## TERMS AND CONDITIONS

1. **ACCEPTANCE.** The acceptance of Buyer's order is subject to all terms and conditions set forth herein, all of which are accepted by Buyer, supersede Buyer's order form and acknowledgement if any, and constitute the entire contract between Buyer and AndFel Corporation. The herein document shall become a contract either when at AndFel Corporation's option, (a) Buyer shall have placed an order with AndFel Corporation and/or given AndFel Corporation specification of assortments, delivery dates, shipping instructions, or instructions to bill and hold as to all or any parts of the goods herein described, or (b) when Buyer has received delivery of the whole or any part of such goods, or (c) when Buyer has otherwise assented to the terms and conditions hereof either in writing, orally, or by conduct. No communication, prior to or subsequent hereto, shall act to modify, amend, or reject any term or condition stated herein unless expressly agreed to in writing by a duly authorized officer of AndFel Corporation.

2. **ALTERATION OF TERMS.** Changes in the terms and conditions herein shall not be binding on AndFel Corporation unless made in writing and executed by a duly authorized officer of AndFel Corporation.

3. **PAYMENT.** Payment is due from Buyer on the following terms: net 30 days, unless otherwise agreed to in writing, by both parties. All payments not made by the due date shall bear interest at a rate of one and one half (1 1/2) percent per month on the unpaid balance. Further, the Buyer shall reimburse and indemnify AndFel Corporation for any costs of collection incurred in collecting any past due sums, including court fees, out-of-pocket expenses, and reasonable attorneys' fees.

4. **SHIPMENT AND RISK OF LOSS.** Buyer shall accept the goods F.O.B. AndFel Corporation's facility, Springville, Indiana. Method and route of shipment are at AndFel Corporation's discretion unless Buyer supplies explicit instructions otherwise. All expenses and risk of loss for any damages incurred in the transportation of goods, including but not limited to any risk, of loss of loading or unloading, shall be born solely by Buyer, unless otherwise specified in writing by a duly authorized office of AndFel Corporation. All claims for loss, damage, or delay against the carrier must be made by Buyer. Buyer shall accept partial delivery of any order, and any defect therein or failure to make any subsequent partial delivery shall be severable, and shall not constitute a breach of the entire agreement.

5. **DELAYS AND DAMAGES.** AndFel Corporation shall endeavor as far as practicable to make deliveries in accordance with this agreement, but if for any cause AndFel Corporation shall fail to make such deliveries, or shall fail to make them within the time state herein, or shall cancel any order, AndFel Corporation shall not be liable for any loss or damage resulting from any such failure or delay in delivery, or from any such cancellation, or for loss of use, or for any loss of profits.

6. **REJECTION OF GOODS.** Buyer agrees to inspect all goods upon delivery and any claims that goods furnished hereunder are not as ordered must be made within thirty (30) days of Buyer's receipt of shipment or portion thereof at issue. Similarly, if Buyer claims any shortage in the goods purchased hereunder, he must notify AndFel Corporation within thirty (30) days of receipt of the shipment or portion thereof at issue. Any claim submitted by Buyer after such thirty (30) day period shall be deemed waived by Buyer and Buyer shall further be prohibited from asserting any such claim against AndFel Corporation.

7. **RETURN OF GOODS.** No goods purchased hereunder shall be returned under any circumstances without AndFel Corporation's consent. In connection with any return of goods for any reason, Buyer shall pay all expenses in connection therewith including all transportation, storage, and related charges and further including any other charges specified as part of this contract including, but not limited thereto, any restocking charges assessed by AndFel Corporation.

8. **INDEMNIFICATION.** Buyer hereby agrees to defend, indemnify and hold harmless AndFel Corporation, and its agents and employees, from any claims, damages or expenses, including reasonable attorney fees, arising or alleged to arise from: (1) any asserted deficiencies or defects in the goods caused by alteration thereof made by Buyer with or without AndFel Corporation's consent, or the improper handling or storage by Buyer; (2) the breach of any term stated herein; or, (3) the act or omission of Buyer; irrespective of whether such claim, damage or expense is caused, or alleged to be caused, in part by the joint, several, comparative, (but not sole), negligence, breach of contract or warranty, or any other breach of duty by AndFel Corporation whether asserted under a negligence, a strict or any other product liability theory, or any other legal theory.

9. **HEADINGS.** Section and other headings contained in this document are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this document.