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**KEYSTONE THREADED PRODUCTS**

 **TERMS OF SALE**

1. **Purchase Orders**. All Purchase Orders placed by your company will be subject to the terms and conditions set forth in the Purchase Order Agreement and this Purchase Order Terms of Sale (“Terms of Sale”). Each Purchase Order will contain a description of the products ordered, the quantities and prices, the shipping method, the delivery address and the payment due date. Any modifications of the Purchase Order must be agreed to in writing and signed by an authorized representative of Keystone Threaded Products (“Keystone”). Any additional or contrary terms and conditions are hereby rejected and shall have no force or effect.

2. **Price and Payment Terms**.

a. The price for the products set forth in the Purchase Order (“Product”) shall not include taxes and other charges such as shipping and delivery, unless otherwise specified therein. The price for the Product is only guaranteed for the Purchase Order referenced herein and may fluctuate in future purchase orders. The minimum amount for any purchase order shall be One Hundred and NO/100 Dollars ($100.00).

b. Purchaser shall pay Keystone in accordance with the payment terms set forth in the Purchase Order, but if no such terms are provided, the payment terms shall be net thirty (30) days. All payments not received in accordance with the terms of the Purchase Order, or otherwise not paid within thirty (30) days shall be subject to an eighteen percent (18%) APR finance charge. However, Keystone reserves the right to ship C.O.D. until satisfactory credit is established.

c. All payments may be made either by check, credit card, or ACH deposit at the address set forth in Section 7. A credit card fee of five percent (5%) will be added to all credit card payments. Please contact the AR Department for routing and account information either by phone at 216-524-9626 or email at accounting@keystonethreaded.com.

3. **Title and Risk of Loss**. Products purchased by Purchaser are to be delivered by a commercial carrier and are to be shipped FOB Keystone’s principal place of business in Valley View, Ohio. Title and Risk of Loss to the Product shall pass to the Purchaser when Keystone has loaded such Product onto its designated freight carrier in Valley View, Ohio. Keystone shall not be liable for damage to the Product that occurs after the Product is shipped in accordance with this Section 3, including during transit or as a result of Purchaser’s negligent offloading of Product at the ultimate delivery location as set forth in the Purchase Order. Purchaser shall immediately notify the freight carrier of any such damage or loss. Keystone shall not be liable for failure to deliver or for delay in delivery due to any cause beyond the reasonable control of Keystone or its sources of supply. Any delay so caused shall extend the time of Keystone’s performance to the extent necessary to enable Keystone to make delivery in the exercise of reasonable diligence after the causes of delay have been removed.

4. **Returns and Product Claims**. Purchaser may, after providing written notice to Keystone, return any or all of the Product to Keystone which does not conform to the applicable requirements specified in the Purchase Order within thirty (30) days of receiving the Product. Purchaser’s claims for Product shortages must be made within thirty (30) days of receiving the Product. Keystone shall not be responsible for the integrity of the threads or material if thermal treatment, plating or other physical changes are made to the Product after leaving Keystone’s facility.

5. **Special Packaging and Non-Stock Items.** Wooden boxes are available upon request and cost: $30.75/3ft. box, $41.00/6ft. box, and $51.25/12ft box. In the event Purchaser purchases products that require a special production run, charges for special tooling may apply and Keystone reserves the right to produce and ship plus or minus ten percent (10%) of the total quantity ordered.

6. **Indemnification**. The Purchaser agrees to indemnify and save Keystone harmless of and from all claims for the infringement of any patent, trademark, copyright, for unfair competition or otherwise arising out of Purchaser’s design or specifications or Keystone’s compliance with the Purchaser’s instructions; and the Purchaser agrees to promptly pay or secure any judgment and comply with any and all court orders entered in connection with such claims and to pay Keystone’s expenses (including reasonable attorneys’ fees) in defending any such claim, action or proceeding. The Purchaser shall permit Keystone to completely control the defense or compromise of any allegation of infringement.

7. **Notices.** All notices, demands or other writings to be given, made or sent by either Party to the other shall be in writing and shall be deemed to have been fully given, made or sent when deposited in the U.S. Mail certified or registered and postage prepaid and addressed as follows:

If to Purchaser: address on file

If to Keystone: Keystone Threaded Products

7600 Hub Parkway

Valley View, Ohio 44125

Attention: Betsy Minnick, President

8. **No Assignment.** Purchaser may not assign any of its rights or delegate any of its obligations under the Purchaser Order, Purchase Order Agreement and these Terms of Sale without Keystone’s prior written consent, which may be withheld in Keystone’s sole discretion.

9. **Waiver.** A waiver by Keystone of any of its rights shall not be deemed to be a waiver of any other right nor a continuing waiver of that particular right.

10. **Integration**. The terms of the Purchase Order, the Purchase Order Agreement and the terms contained herein, are intended by the parties as a final expression of their agreement with respect to such terms and also as a complete and exclusive statement of such terms.

11. **Dispute Resolution**. Any dispute arising out of the Purchase Order, the Purchase Order Agreement and/or these Terms of Sale shall first be submitted, within thirty (30) days of the date the dispute arises, to mediation in Cleveland, Ohio, pursuant to the Commercial Arbitration Rules and Mediation Procedures (“Procedures”) of the American Arbitration Association. Any agreement regarding settlement reached at the mediation shall be reduced to writing and signed by the parties, no later than seven (7) days after the conclusion of the mediation. If the mediation does not result in settlement, then the dispute shall be submitted, no later than fourteen (14) days after the mediation, to arbitration before a single Arbitrator, which shall be conducted in Cleveland, Ohio pursuant to the same Procedures and shall occur no later than forty-five (45) days after the Demand for Arbitration is filed with the American Arbitration Association. The parties shall share equally the fees of the Mediator, unless otherwise agreed to by the parties, and, if applicable, the fees of the Arbitrator. Each party shall pay their own attorneys’ fees. The award rendered by the Arbitrator shall be final, binding and not challengeable in any forum, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. **Governing Law.** The Purchase Order, the Purchase Order Agreement and these Terms of Sale will be construed in accordance with, and all disputes will be governed exclusively by, the laws of the State of Ohio, without regard to its conflict of law rules. The Purchaser consents to the jurisdiction and venue of the courts of Cuyahoga County, Ohio in connection with all suits, actions, proceedings or other disputes relating to this Agreement and the Purchase Order and Terms of Sale issued pursuant hereto.