ACCEPTANCE. These Terms and Conditions of Purchase and all documents referenced herein (collectively, the “Order”) is an offer by Webb Wheel Products, Inc. (“Buyer”) to purchase the goods (“Goods”) and/or services (“Services”) and together with the Goods, the “Deliverables” described in Buyer’s purchase order from the person or entity to whom the purchase order is addressed (“Seller”). Acceptance is limited to the terms of the Order. The Order is the only terms and conditions to which this sale shall be made. The acceptance of the purchase of Deliverables by Buyer by Seller creates a contract between Buyer and Seller that is not be supplemented by any other contemporaneous terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. Any proposal for additional or different terms or any attempt by Seller to vary to any degree any of the provisions of the Order is hereby deemed material and rejected by Buyer. The parties agree to be bound by the terms and conditions of an Order as stated herein, which may not be altered or added to by Seller without Buyer’s prior written consent.

PRICES. The prices are the lower of Seller’s prevailing prices or as stated on the Order and are otherwise fixed, firm and not subject to increase. Unless otherwise expressly agreed by Buyer in writing, the price includes all taxes (sales, use, excise, privilege, ad valorem, and other taxes, duties, tariffs and assessments now or hereafter imposed or levied) and charges for packing, handling, storage and transportation of Goods. Buyer will fixture any charges for transportation or delivery of Goods to Buyer's nominated point of delivery as stated in the Order but prior to payment will be applied to the Order. Buyer is not obligated to any minimum purchase or future purchase obligations under this Order. Estimates, forecasts and similar projections of Buyer are not purchase commitments. Buyer shall have no obligation to purchase or otherwise compensate Seller for any changes in the amount of the Goods. Buyer shall have no obligation to purchase or otherwise compensate Seller for any Goods the result of which are held to constitute an infringement of a patent and/or their use is enjoined for any reason. Buyer reserves the right to reject or revoke acceptance, in whole or in part, of Goods which fail to meet any requirement of the Order, notwithstanding inspection, testing, delivery, acceptance and/or payment and failure to inspect, test or discover any defect or other nonconformance. These provisions, which by their nature should survive, will not in any way be affected or impaired thereby. Provisions which by their nature should survive will not in any way be affected or impaired thereby. Provisions which by their nature should survive will not in any way be affected or impaired thereby. Provisions which by their nature should survive will not in any way be affected or impaired thereby. Provisions which by their nature should survive will not in any way be affected or impaired thereby. Provisions which by their nature should survive will not in any way be affected or impaired thereby. Provisions which by their nature should survive will not in any way be affected or impaired thereby. Provisions which by their nature should survive will not in any way be affected or impaired thereby. Provisions which by their nature should survive will not in any way be affected or impaired thereby. Provisions which by their nature should survive will not in any way be affected or impaired thereby. Provisions which by their nature should survive will not in any way be affected or impaired thereby. Provisions which by their nature should survive will not in any way be affected or impaired thereby. Provisions which by their nature should survive will not in any way be affected or impaired thereby. Provisions which by their nature should survive will not in any way be affected or impaired thereby. Provisions which by their nature should survive will not in any way be affected or impaired thereby.