

GENERAL CONDITIONS OF SALE

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO ALL EQUIPMENT, TOOLING, ACCESSORIES AND OTHER PRODUCTS ACQUIRED FROM NEWEN. ("THE PRODUCTS"). NONE OF THESE TERMS AND CONDITIONS MAY BE ADDED TO, MODIFIED, SUPERSEDED OR ALTERED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF NEWEN INT'L INC ("NEWEN").

ALL SALES OF NEWEN® PRODUCTS ARE SUBJECT TO THE GENERAL CONDITIONS OF SALES STATED HEREIN.

PRICES - ALL PRICES IN THIS PUBLICATION ARE IN U.S. DOLLARS EX-WORKS NEWEN'S SHIPPING POINT AND ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE. PRICES, DISCOUNTS AND PAYMENT TERMS ARE THOSE IN EFFECT AT THE TIME OF WRITTEN ACCEPTANCE OF ORDER BY NEWEN. PREPAYMENT OF FREIGHT AND INSURANCE BY NEWEN SHALL NOT CONVERT ANY AGREEMENT TO F.O.B. DESTINATION. ALL COSTS INCIDENT TO THE INSTALLATION, INCLUDING BUT NOT LIMITED TO OFF-LOADING, RIGGING, HOISTING AND ELECTRICAL HOOK-UP AND SERVICE BEYOND THAT SPECIFICALLY MENTIONED AS INCLUDED IN THE EQUIPMENT WARRANTY SHALL BE BORNE BY BUYER. ALL MERCHANDISE SHIPPED WITH CUSTOMER'S OWN CARRIER WILL TRAVEL AT CUSTOMER'S OWN RISK IF NOT INSURED. NEWEN RESERVES THE RIGHT TO MAKE CHANGES IN DESIGN OR CONSTRUCTION OF ITS PRODUCTS AT ANY TIME WITHOUT NOTICE AND WITHOUT ANY OBLIGATION ON ITS PART TO INCORPORATE THOSE CHANGES IN EARLIER PRODUCTION MODELS. NEWEN ALSO RESERVES THE RIGHT TO DISCONTINUE THE MANUFACTURE AND SALE OF ANY PRODUCTS AT ANY TIME WITHOUT PREVIOUS NOTICE. NEWEN'S PRICES DO NOT INCLUDE SALES, USE, EXCISE, OR SIMILAR TAXES, AND THE AMOUNT OF ANY PRESENT OR FUTURE SALES, USE, EXCISE OR OTHER SIMILAR TAX APPLICABLE TO THE SALE OF THE PRODUCTS HEREUNDER SHALL BE PAID BY BUYER IN ADDITION TO NEWEN'S PUBLISHED PRICES FOR PRODUCTS SOLD, OR IN LIEU THEREOF. BUYER SHALL PROVIDE NEWEN WITH A TAX EXEMPTION CERTIFICATE ACCEPTABLE TO THE TAXING AUTHORITIES.

CONDITION OF ACCEPTANCE AND MINIMUM ORDER - ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY NEWEN SAN DIEGO, CA-U.S.A. AND NEWEN'S ABILITY TO SHIP. NO ORDER WILL BE PROCESSED WITHOUT RECEIPT OF A WRITTEN PURCHASE ORDER BEARING A PURCHASE ORDER NUMBER. PRODUCT SPECIFICATIONS, DESIGN, PRICES, DISCOUNTS AND TERMS ARE SUBJECT TO CHANGE WITHOUT NOTICE. ALL ORDERS WILL BE INVOICED AT PRICES IN EFFECT AT THE TIME OF SHIPMENT. A SERVICE CHARGE OF US\$ 50.00 WILL BE ADDED TO ORDERS UNDER US\$ 250.00 NET.

TITLE RETENTION - UNLESS CREDIT TO BUYER HAS BEEN EXPRESSLY APPROVED IN WRITING BY NEWEN, NEWEN SHALL NOT BE OBLIGATED TO SHIP THE PRODUCTS UNTIL NEWEN RECEIVES FULL PAYMENT (IF CHECK OR NEGOTIABLE INSTRUMENT, UNTIL THE CHECK IS HONORED OR PAYMENT'S RECEIVED BY NEWEN'S BANK), INCLUDING SHIPPING AND HANDLING. TITLE TO THE PRODUCTS SHALL REMAIN NEWEN'S UNTIL FULL PAYMENT HAS BEEN RECEIVED. UNTIL TITLE PASSES TO BUYER, THE PRODUCTS SHALL BE KEPT AT THE LOCATION TO WHICH THEY WERE ORIGINALLY SHIPPED. FAILURE TO MAKE ANY PAYMENT WHEN DUE SHALL GIVE NEWEN THE OPTION, WITHOUT LIABILITY AND WITHOUT LIMITATION, TO TAKE POSSESSION OF AND RECOVER THE PRODUCTS WITHOUT NOTICE. BUYER SHALL PAY TO NEWEN A SERVICE CHARGE ON ANY AND ALL LATE PAYMENTS AT A RATE EQUAL TO EIGHTEEN (18%) PERCENT PER ANNUM OR THE MAXIMUM RATE PERMISSIBLE UNDER APPLICABLE LAW, WHICHEVER IS LOWER. BUYER AGREES TO PAY ALL COSTS, INCLUDING ATTORNEY OR COLLECTION AGENCY FEES, ASSOCIATED WITH COLLECTION OR ENFORCEMENT OF THIS AGREEMENT.

CREDIT AND SECURITY AGREEMENT - NO CREDIT IS EXTENDED UNLESS PREVIOUSLY APPROVED IN WRITING BY NEWEN. BUYER HEREBY GRANTS TO NEWEN A SECURITY INTEREST IN THE PRODUCTS WHICH HAVE BEEN PURCHASED UNTIL FULL PAYMENT IS RECEIVED BY NEWEN. BUYER WILL EXECUTE A RECORDABLE FINANCING STATEMENT INDICATING NEWEN'S SECURITY INTEREST IN THE PRODUCTS. FAILURE TO PAY THE PURCHASE PRICE OF THE PRODUCTS WHEN DUE SHALL GIVE NEWEN THE OPTION, WITHOUT LIABILITY AND WITHOUT LIMITATION, TO TAKE POSSESSION OF THE PRODUCTS WITHOUT NOTICE, SELL THE PRODUCTS AT PUBLIC OR PRIVATE SALE AT WHICH NEWEN MAY BE A PURCHASER, APPLY THE PROCEEDS AFTER DEDUCTING EXPENSES AND LIENS AND PAY THE SURPLUS, IF ANY TO BUYER.

DELIVERY/RISK OF LOSS/SHORTAGE CLAIMS - ALL SHIPMENTS SHALL BE EX-WORKS NEWEN'S SHIPPING POINT AND RISK OF LOSS OR DAMAGE TO, OR DESTRUCTION OF, THE GOODS FROM AND AFTER THEIR DELIVERY TO THE CARRIER SHALL BE WITH THE BUYER. NEWEN SHALL NOT BE LIABLE FOR DELAY IN DELIVERY OR FAILURE TO FULFILL ANY ORDER FOR PURCHASE OF PRODUCTS DUE TO CAUSE BEYOND NEWEN'S REASONABLE CONTROL, OR DUE TO ACTS OF GOD, UNFORESEEABLE CIRCUMSTANCES, ACTS OF BUYER, ACTS OF CIVIL OR MILITARY AUTHORITY, FIRES, STRIKES, LABOR DISPUTES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, WAR, RIOTS, VANDALISM, GOVERNMENTAL REGULATION, EARTHQUAKES, DELAYS IN TRANSPORTATION, SHORTAGES, INABILITY TO OBTAIN NECESSARY LABOR, MATERIALS, OR MANUFACTURING DIFFICULTIES BEYOND NEWEN'S REASONABLE CONTROL. PARTIAL DELIVERIES SHALL BE PERMITTED. FULL RISK OF LOSS PASSES TO BUYER UPON SHIPMENT OF PRODUCTS FROM NEWEN'S SHIPPING POINT. NEWEN IS NOT RESPONSIBLE FOR DAMAGES OR LOSS IN TRANSIT. CLAIMS ARE THE RESPONSIBILITY OF THE BUYER WHO SHOULD FILE THEM IMMEDIATELY WITH THE CARRIER. PREPAYMENT OF FREIGHT OR INSURANCE SHALL NOT CONVERT THE TERMS TO F.O.B. DESTINATION. CLAIMS FOR SHORTAGES AND/OR RECEIPT OF INCORRECT GOODS MUST BE MADE IN WRITING TO NEWEN WITHIN 10 DAYS OF RECEIPT OF SHIPMENT.

RETURN OF MERCHANDISE - PRODUCTS CANNOT BE RETURNED TO NEWEN WITHOUT ITS PRIOR APPROVAL. CUSTOMER MUST CONTACT THE ORDER DEPARTMENT TO GET APPROVAL AND TO BE ISSUED A RETURNED MERCHANDISE AUTHORIZATION NUMBER (RMA#). PRODUCTS AUTHORIZED FOR RETURN MUST BE RETURNED PREPAID IN ORIGINAL CONDITION AND IN ORIGINAL CONTAINER. THE RMA# ASSIGNED BY NEWEN SHOULD BE WRITTEN ON THE SHIPPING LABEL AND MUST APPEAR ON A COPY OF THE INVOICE(S) COVERING THE ORIGINAL SHIPMENT. A COPY OF THE INVOICE MUST BE INCLUDED IN THE BOX WITH THE PARTS. SHIPMENT MUST CONTAIN ONLY THOSE ITEMS ON THE RMA AS APPROVED FOR RETURN. MERCHANDISE MUST BE RECEIVED WITHIN 15 DAYS OF THE DATE OF THE RMA OR THE RMA WILL BE CANCELLED. MERCHANDISE THAT IS NOT UNDER WARRANTY IS SUBJECT TO AN 18% RESTOCKING FEE. THE ISSUANCE OF A RMA DOES NOT GUARANTEE CREDIT; IT IS ONLY AN AUTHORIZATION FOR THE RETURN OF THE PRODUCTS. CREDIT FOR RETURN IS AT THE SOLE DISCRETION OF NEWEN. CREDIT WILL BE ISSUED ONLY AFTER INSPECTION OF RETURNED GOODS. COMPANY CREDITS ARE NON-REFUNDABLE. SERVICE & INSTALLATION CHARGES ARE NON-REFUNDABLE. SPECIAL ORDER ITEMS AND MACHINES ARE NON-RETURNABLE. C.O.D. RETURNS WILL NOT BE ACCEPTED. NO RETURN OF ALTERED OR ETCHED ITEMS. CUSTOM ORDERS AND MACHINE ORDERS CANNOT BE CANCELLED ONCE PROCESSED; SALES ARE FINAL: NO RETURN, EXCHANGE OR REFUND. ANY CREDITS GRANTED BY NEWEN ARE VOID IF NOT USED WITHIN ONE (1) YEAR OF CREDIT ISSUANCE.

CATALOG ERRORS: ALTHOUGH ALL INFORMATION IN OUR CATALOG HAS BEEN CAREFULLY CHECKED FOR ACCURACY, ERRORS AND OMISSIONS OCCASIONALLY OCCUR AND THEREFORE ARE SUBJECT TO CORRECTION. WE REGRET ANY INCONVENIENCE.

CHANGES - BUYER MAY MAKE A WRITTEN REQUEST FOR CHANGES IN SPECIFICATIONS. IF A REQUEST FOR SUCH CHANGES IS ACCEPTED BY NEWEN AND CAUSES AN INCREASE IN THE COST OF, OR THE TIME REQUIRED FOR, MANUFACTURE OF THE PRODUCT, NEWEN MAY ADJUST THE PURCHASE PRICE AND/OR DELIVERY SCHEDULE, AND THE GENERAL CONDITIONS OF SALE SHALL BE MODIFIED ACCORDINGLY.

EQUIPMENT WARRANTY - NEWEN'S PRODUCTS ARE WARRANTED UPON DELIVERY TO CONFORM TO THE APPLICABLE PUBLISHED SPECIFICATIONS AND TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE FOR A PERIOD OF ONE YEAR FROM DELIVERY. NO WARRANTY SHALL EXTEND TO RAPID WEAR PARTS AND TO ANY PRODUCTS OR PARTS WHICH HAVE BEEN SUBJECTED EITHER TO MISUSE, NEGLIGENCE, ACCIDENT (INCLUDING DURING SHIPMENT) OR IMPROPER HANDLING, INSTALLATION, MODIFICATION MADE WITHOUT NEWEN'S EXPRESS CONSENT, OR REPAIR, SERVICES MADE BY PARTIES NOT CERTIFIED BY NEWEN. ANY PRODUCTS WHICH ARE DEFECTIVE IN WORKMANSHIP OR MATERIAL WILL BE REPAIRED OR REPLACED AT NEWEN'S OPTION AT NO CHARGE TO THE PURCHASER. FINAL DETERMINATION AS TO WHETHER A PRODUCT IS ACTUALLY DEFECTIVE RESTS WITH NEWEN. THE OBLIGATION OF NEWEN HEREUNDER SHALL BE LIMITED SOLELY TO REPAIRING OR REPLACING, AT NEWEN'S DISCRETION, PRODUCTS THAT FALL WITHIN THE FOREGOING LIMITATIONS AND SHALL BE CONDITIONED UPON RECEIPT BY NEWEN OF WRITTEN NOTICE OF ANY ALLEGED DEFECTS OR DEFICIENCY PROMPTLY AFTER DISCOVERY AND WITHIN THE WARRANTY PERIOD. NO PRODUCTS SHALL BE RETURNED TO NEWEN WITHOUT ITS PRIOR CONSENT. NEWEN CANNOT ASSUME RESPONSIBILITY OR ACCEPT INVOICE FOR UNAUTHORIZED REPAIRS TO ITS PRODUCTS, EVEN THOUGH DEFECTIVE. THE LIFE OF A NEWEN PRODUCT DEPENDS, TO A LARGE EXTENT, UPON THE TYPE OF USAGE THEREOF, AND NEWEN MAKES NO WARRANTY AS TO FITNESS OF ITS PRODUCTS FOR SPECIFIC APPLICATIONS BY THE BUYER NOR AS TO PERIOD OF SERVICE UNLESS THE COMPANY SPECIFICALLY AGREES OTHERWISE IN WRITING AFTER THE PROPOSED USAGE HAS BEEN MADE KNOWN TO IT. NEWEN MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDED, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BUYER WAIVES ANY RIGHT, EXTENDING BEYOND THE FOREGOING WARRANTY, TO MAKE A CLAIM FOR NEGLIGENCE BY NEWEN IN DESIGN, MATERIAL, WORKMANSHIP, INSTALLATION OR OTHERWISE.

GENERAL: THE EXCLUSIVE VENUE AND JURISDICTION FOR ANY DISPUTE BETWEEN BUYER AND NEWEN SHALL BE IN THE STATE OR FEDERAL COURTS AT THE LOCATION OF NEWEN'S OFFICE IN THE STATE OF CALIFORNIA AND CALIFORNIA LAW SHALL GOVERN ALL SUCH DISPUTES. BUYER SHALL BE SUBJECT TO THE PERSONAL JURISDICTION OF SAID COURTS. THESE TERMS AND CONDITIONS SHALL BE BINDING ON THEIR HEIRS, ASSIGNS, EXECUTORS AND ADMINISTRATORS OF BUYER AND SHALL INURE TO THE BENEFIT OF NEWEN AND ITS SUCCESSORS AND ASSIGNS.

N.B.: BY SIGNATURE ON THE ACCOMPANYING SALES AGREEMENT OR BY ACCEPTANCE AND USE OF PRODUCT(S) SHIPPED IN FULFILLMENT OF PHONE, FAX OR WRITTEN PURCHASE ORDERS, THE BUYER ACKNOWLEDGES RECEIPT AND ACCEPTANCE OF ALL THE GENERAL CONDITIONS OF SALES CONTAINED HEREIN.

CUSTOMER SERVICE INFORMATION

IF THERE IS A PROBLEM WITH YOUR ORDER, WE WANT TO MAKE THINGS RIGHT. AT NEWEN WE DO OUR ABSOLUTE BEST TO SATISFY OUR CUSTOMERS. PLEASE CALL +1-760-233-0067, 8:00AM-3:00PM MONDAY-FRIDAY PST FOR:

* SHIPMENT CONFIRMATION

* PROBLEM RESOLUTION

* PRODUCTS COMMENTS

WE CONSIDER OUR CUSTOMERS A VITAL PART OF OUR ORGANIZATION AND WELCOME ANY SUGGESTIONS YOU CARE TO MAKE ABOUT HOW WE DO THINGS. WHEN WRITING TO US, PLEASE USE A SEPARATE SHEET OF PAPER FOR FASTER HANDLING AND MAIL TO:

NEWEN - 1250 PACIFIC OAKS PL, SUITE 100 - ESCONDIDO, CA 92029 - USA