

1. The general terms & conditions of sale covers the sale of products by W.F. Lake Corp. The term "Seller" used in this document refers to W.F. Lake Corp.
2. The General Conditions of Sale apply to all sales of W.F. Lake Corp. products.
3. These Conditions of Sale render null and void any preceding conditions of sale or contracts.
4. These General Conditions of Sale are the only conditions applicable to contracts between the Seller and the Purchaser unless otherwise agreed to by both parties.
5. Any sales contract is not in effect until written confirmation of the order (an order acknowledgement) has been sent by the Seller to the Purchaser
6. Shipping dates are offered in good faith, but are estimated ship dates only. W.F. Lake Corp. does not offer "delivery dates" and only offers estimated shipping dates. It is up to the customer to identify if special shipping instructions are required to ensure timely delivery to their facility.
7. Any comment or modification to the General Conditions of Sale must be acknowledged in writing by the Seller and expressly agreed to by the Seller.
8. The order will not be accepted by the Seller unless the General Conditions of Sale are accepted as noted herein by the Purchaser.

Lead Time / Shipping Date/ Delivery:

1. Unless otherwise expressly agreed to, all shipments from the Seller are FOB Shipping Point (65 Park Road, Airport Industrial Park, Glens Falls, NY 12804 USA). Unless otherwise expressly agreed to, all of our sales are concluded when the material is placed in the care of the shipping or delivery company.
2. The Purchaser must check the condition of the shipments as soon as they are delivered by the carrier and, in the case of damage or shortfall, maintain the relevant rights of recourse against the carrier by completing the formalities and maintaining the necessary records required by the carrier.
3. In the event of difficulties affecting execution of the order within the initially planned timeframe, the Seller will issue a new order acknowledgement note stating the new delivery date within a reasonable period of time.

Change Order or Cancellation:

1. Any amendment to an order must be requested in writing by the Purchaser within the following time frame: In the case of standard products, 7 working days prior to estimated ship date. In the case of products manufactured to a

specific Purchaser's order, before production is started.

2. If the ship date is postponed at the request of the Purchaser, the Seller no longer guarantees that the product will be available on the new date requested by the Purchaser.
3. Requests for cancellation of an order shall only be effective if addressed in writing to the Seller no later than 30 working days before the planned ship date.
4. Any amendment or cancellation which does not respect these conditions will be null and void, and the contract will be executed in compliance with the order acknowledgement at the discretion of the Seller.

Prices and Payment:

1. An order may require a number of shipments at various dates. All orders will be invoiced at the prices and conditions in effect on the date of the order acknowledgement.
2. The terms of payment of the Seller's invoices are 1%/10 days, Net 30 days from the date of invoice, unless otherwise agreed to in writing.
3. In the event of late payment, the Seller may suspend all future shipments of current orders including those already confirmed and / or demand cash payment for all future shipments, without prejudice to any other course of action.
4. Late payment penalties will be invoiced for payment after the original invoice payment is overdue. Interest on the arrears will start to accrue from the date on which the payment became overdue.

Consignment Stock:

1. The Seller generally does not offer consignment sales.

Access to Seller Facilities:

1. The Seller will not grant access to its facilities under any circumstances unless expressly agreed to in writing by the Seller 30 days in advance. In any case, access will be limited to the general office area and will not be granted to the manufacturing facility, warehouse/storage areas or shipping areas. The Seller uses proprietary processes throughout the facility and cannot allow access to any persons other than employees.

Guarantees and Responsibility:

1. The Seller guarantees that the products shipped will comply with the specifications only, to the exclusion of all statutory implied terms, to the extent permitted by law.
2. It is the responsibility of the Purchaser to check that the product enables him to manufacture a finished product in line with his expectations, taking into account the other components or processes he uses in his manufacturing process.
3. Under no circumstances is the Seller responsible for any damages resulting from inappropriate use, application or storage of the product by the Purchaser.
4. The Seller shall not in any event be liable to the Purchaser in contract, delict or otherwise for any indirect or consequential loss, loss of business and profit whatever and however caused so far as the applicable law allows.
5. The burden of evidence to establish cases of serious negligence or of intentional action on the part of the Seller having resulted in damage lies exclusively on the Purchaser.

Product Complaints / Request for Return of Product to Seller:

1. Any complaint for an apparent defect of the product identified on receipt must be notified by the Purchaser to the Seller or to his representative no later than 7 business days from receipt of the product, and must be accompanied by the documents required for these General Conditions of Sale.
2. For all complaints or return requests, the following information and documents must be supplied: The invoice number, the weight or quantity of product, lot numbers or run numbers for traceability, an exact description of the problem or perceived defect and, if possible, photos of the alleged fault. A sample of material from the supposed defective product may be required by the Seller for examination prior to return.
3. The Seller will be entitled to reject any complaint unless these terms have been met.
4. In the event of a complaint, the product must be freely accessible to the Seller or his representative for investigation.
5. Returns of product will be permitted if they have been preceded by a complaint in compliance with these General Conditions of Sale and they have been explicitly accepted by the Seller. The Purchaser must first obtain a Return Material Authorization (RMA) number from the Seller. This allows the product to be tracked throughout the return process.
6. Any return of products accepted by the Seller will only give rise to the establishment of a credit memo corresponding to the invoice value of the returned products.

Termination:

1. The Seller may terminate any sale contract in the event the Purchaser becomes insolvent or otherwise unable to pay its debts as they become due, is declared insolvent or bankrupt, files or has filed against it a petition in bankruptcy, makes any assignment or trust mortgage for the benefit of creditors, or has a receiver, guardian, conservator, trustee in bankruptcy or similar official appointed by a court of competent jurisdiction to take charge of all or any part of the property.
2. If after the acceptance and acknowledgement of an order placed by the Purchaser, the Purchaser does not meet part or all of his obligations, the Seller reserves the right to either cancel the sale entirely or request the forced execution of the sale, without prejudice to any damages and interest which might be claimed.

Force Majeure:

1. Force majeure shall be considered as a case, relieving the Seller or the Purchaser of their obligations and automatically suspending the execution of the agreement any force majeure event such as war, declared or not, boycott, shortages of raw materials and energy, natural disaster, fire, failure on the part of the carrier, total or partial strikes, lockouts and any event which cannot be reasonably dealt with by the party to the contract whose execution is delayed or prevented.
2. If the Purchaser fails to meet his obligations due to a force majeure case, the Seller may cancel the sale.

Invalidity Of Any Clause:

1. Should any of the clauses of the present General Conditions of Sale be invalid, such invalidity shall not affect the other clauses which shall remain in force.

Applicable Law:

1. These General Conditions of Sale are subject to the laws of the United States of America.

Jurisdiction Clause:

1. Any dispute between the parties arising out of the interpretation or execution of the contract or of the present General Conditions of Sale shall fall under the jurisdiction of the district court nearest Glens Falls, NY, USA
2. This clause shall govern any and all proceedings, without making reference to the Purchaser's jurisdiction clause.

EXPORT of W.F. Lake Corp. Products

W.F. Lake Corp. will not engage in nor assist with any illegal export or re-export of any products purchased from W.F. Lake Corp. Anyone intending to export or re-export an item after receipt from W.F. Lake Corp. is solely responsible for obtaining all necessary licenses and compliance with all laws, regulations and policies of the U.S. Government.

END OF DOCUMENT. UPDATED May 23 06, 2016