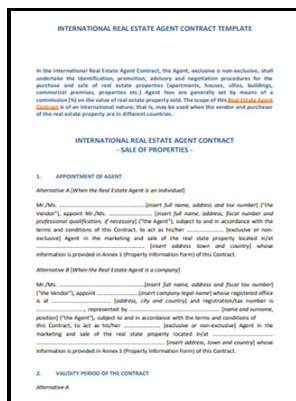


Industrys Terms and Conditions of Sale.

s.n - Standard terms of sale



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-Industrys Terms and Conditions of Sale.

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26Industrys Terms and Conditions of Sale.

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Standard Terms and Conditions of Sale

Seller may retain possession of any Goods or refuse to provide any Services until Customer has paid in advance all amounts due to Seller.

Terms and Conditions of Sale

The Goods shall be deemed accepted by Customer upon the earliest to occur of: a written notice of satisfactory completion of inspection to Seller by Customer; or b the expiration of the 10-day inspection period set forth in this paragraph 8.

ONLINE TERMS AND CONDITIONS OF SALE

Clause n°13: Warranty Except as otherwise provided, FAAR Industry warrants that: - the products of the Woodmark trademark comply with their specifications and are free from material defects for a twelve-month period as of the date of the invoice « the Warranty Period », - the products of the Kvaser trademark comply with their specifications and are free from material defects for a twenty-four-month period as of the date of the invoice « the Warranty Period », - the products of the Wachendorff trademark comply with their specifications and are free from material defects for a twelve-month period as of the date of the invoice « the Warranty Period », FAAR Industry shall not be liable pursuant to the warranty provided in the above-mentioned paragraph in case of any defect resulting from normal wear and tear, intentional damages, negligence, abnormal use, failure to follow the oral or written instructions of FAAR Industry, improper use or change, adjustment or repair of the products or software without the written approval of FAAR Industry. All disputes under these Terms and Conditions and all claims arising out of or related to these Terms and Conditions shall be resolved by courts located in the Commonwealth of Massachusetts. These Terms and Conditions shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Terms and Conditions

The statutory rights of a Consumer are not affected by these Conditions 4.

Terms and Conditions

All claims for damage and shortage in transit shall be made by Customer with the carrier, and Customer holds Seller harmless for all such claims.

FAAR Industry

Company shall have no liability to Applicant or any customer of Applicant under any purchase order from Applicant, on account of delay in the manufacturing or delivery of, or inability to manufacture or deliver, any Products for any reason, including strikes, lock-outs, accidents, fires, delays in manufacture, transportation or delivery of materials, acts of God, embargoes, acts of war or terrorism or governmental action, or any other cause beyond the reasonable control of Company, regardless of whether the same or different from the matters and things hereinbefore specifically enumerated. THE STANDARD LIMITED WARRANTY IS INTENDED TO CREATE NO RIGHTS IN THIRD PERSONS OR ANY THIRD PARTY BENEFICIARIES. The Customer warrants that it will pass on to all third parties to whom it may supply the Goods all information as to the use and safe handling of the Goods as may have been passed on to the Customer by the Company.

Standard terms of sale

It is recognized and acknowledged by the parties that each and the respective legal counsel therefor have contributed substantially and materially to the preparation, form, substance and content of the Application and the Terms and Conditions. Fair Labor Standards Act of 1938 Goods shall be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

Standard terms of sale

Until that time the Customer shall be entitled to re-sell or use the Goods in the ordinary course of his business but at the direction of the Company shall account to the Company for the proceeds of sale or insurance proceeds related to the Goods. In cases where licenses, authorizations, exemptions or approvals are required, Applicant shall be solely responsible for obtaining the same.

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