

# Terms and Conditions for Purchases

1: Acceptance and Agreement: This order is Buyer's offer to Seller and is not an acceptance by Buyer of any offer to sell by Seller or of any of the terms and conditions contained in any such offer. Acceptance of this offer should be made by (a) executing and returning an acknowledgement copy, or (b) delivering any of the goods ordered herein. Any additional or different terms proposed by Seller are objected to and rejected unless expressly assented to in writing by Buyer. This order is a complete and exclusive statement of the terms and conditions of the agreement between Seller and Buyer.

2: Packing and Shipping: All goods shall be packed in a manner to prevent damage or deterioration of the goods during shipment and delivery to the Buyer.

3: Cancellation: Time is of the essence in this order. Buyer reserves the right to cancel this order, or any portion of this order, without liability, if (a) delivery is not made when and as specified; (b) Seller fails to meet contract commitments as to price, quality, or quantity; (c) Seller ceases to conduct its operation in the normal course of business.

4: Invoice and Payment: A separate invoice shall be issued for each shipment. Unless otherwise specified on this order, no invoice shall be issued prior to shipment of the goods and no payment shall be made prior to the receipt of both the goods and a correct invoice. Applicable discount periods shall be computer from the date of receipt of the goods and correct invoice to the date Buyer's check is issued. Unless freight and other charges are itemized, discounts shall be taken on the full amount of the invoice.

5: Warranty: Seller warrants that the goods (a) will conform to drawings, materials, description, and specifications designated by Buyer; (b) will be of merchantable quality and fit and sufficient for the purposes intended; (c) will not infringe on any patents, copyrights, or other proprietary rights.

6: Force Majeure: Neither party shall be liable for failure to perform if such failure is due to fire, storm, flood, war, embargo, or any act of God or other cause of contingency beyond such party's reasonable control.

7: Conflict Minerals: Weinschel Associates will not tolerate any direct or indirect support to non-state armed groups through the extraction, transport, trade, handling or export of minerals. Consistent with the foregoing, those of our Suppliers who supply, or manufacture components, parts or products containing conflict minerals and wish to continue to do business with Weinschel Associates, are expected to source those minerals from socially and environmentally responsible sources that do not directly or indirectly contribute to conflict or human rights abuses. Without limiting the foregoing, our suppliers are expected to directly and indirectly source conflict minerals only from sources that do not directly or indirectly benefit or finance "armed groups" (as that term is defined in the Conflict Minerals Rule) in the DRC or another covered country.

8: REACH: Reach is an EU initiative for Environmental Protection which Weinschel Associates supports. REACH identifies substances of very high concern (SVHV); we use no SVHC's in our products and have no plans to use SVHC's. Weinschel Associates requires its suppliers to notify Weinschel Associates if any SVHC's are used.

9: RoHs: Weinschel Associates is committed to having all of its catalog products conform to the Directive (EU) 2015/863 amendment of the RoHS 3 DIRECTIVE 2011/65/EU, RoHS-Recast, Article 4(1). Weinschel Associates requires its suppliers to notify Weinschel Associates if any product being supplied are not RoHs compliant.

10: General: These terms and conditions may not be modified without Weinschel Associates's written agreement. The jurisdiction for any legal disputes will be Carroll County, Maryland.