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**AGREEMENT OF SALE
JEX MANUFACTURING, INC.**

THIS AGREEMENT OF SALE by and between Jex Manufacturing, Inc., a Pennsylvania corporation with principal offices at 648 Chestnut Street, Bridgeville, Pennsylvania 15017 ("Seller") and _____ with principal offices at _____ ("Customer").

WHEREAS, Seller manufactures and sells sprocket hubs and other equipment and parts (collectively "parts") for use in assembly and operation of go carts and other motorized vehicles in the United States and other countries;

WHEREAS, Customer desires to purchase sprocket hubs and other parts from Seller and Seller desires to sell same to Customer pursuant to purchase orders and acknowledgements issued and exchanged by the parties, and in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration and with the intent of being legally bound hereby, Seller and Customer mutually promise and agree to observe strictly and to be bound by each of the following terms and conditions.

ORDER ACKNOWLEDGEMENT. Seller is not obligated to sell parts or services to Customer in any quantity or at any price not expressly acknowledged and agreed upon by Seller in an Order Acknowledgement issued by Seller in response to a Purchase Order from Customer. Seller reserves the right to cancel an Order Acknowledgement of any order, or postpone delivery thereunder, at any time that Seller believes that Customer cannot or will not pay Seller or Seller is unable to provide requested parts or services profitably or in a commercially reasonable fashion because of a force majeure occurrence or other reason or factor beyond Seller's reasonable control. Except for return or reimbursement of any moneys paid by Customer, to which Seller would not be entitled or whose retention by Seller is not necessary to protect Seller from injury or loss, Seller shall have no liability to Customer for cancellation of the order or for delivery postponed in these circumstances. In addition to these rights, Seller reserves all rights and remedies provided by law or equity, which may be exercised in response to Customer's payment default or other failure of performance.

PURCHASE ORDER CHANGES. After an Order Acknowledgement has been issued by Seller, Customer shall have no right to change or modify a purchase order with respect to quantity, delivery schedule, price, specifications or any other material term of purchase, unless and until such change or modification is acknowledged and expressly accepted in writing signed by Seller.

RISK OF LOSS; COSTS. Seller shall pack, load and ship parts in accordance with Seller's standards and procedures, or as instructed by Customer in writing prior to packing and loading by Seller. Customer shall assume all risk of loss or damage to parts immediately upon Seller's transfer of possession directly to Customer or to a carrier for shipment to Customer. Provided, however, that title to parts passes to Customer only upon full and final payment of the purchase price by Customer. Customer is responsible for all shipment and transportation charges, and for any costs relating to special handling, packaging and storage instructions given by Customer. Customer may pay the carrier directly, or may reimburse transportation costs paid by Seller, as instructed by Seller. In addition, Customer shall pay directly to taxing authorities, or reimburse Seller for, sales, use, value added or like taxes and assessments imposed on the parts or services purchased by Customer.

PAYMENT TERMS. Unless otherwise noted in the invoice or as requested by Seller, payment is due net thirty (30) days from delivery. Any amount not paid when due shall accrue interest at the rate of one and one-half (1.5) percent per month from the date due until paid. At Seller's request, Customer shall pay cash for parts prior to or on delivery.

WARRANTY; LIMITATION OF LIABILITY. Seller warrants that all parts manufactured by Seller shall be free from defects in workmanship and materials for a period of twelve (12) months from the date of delivery. Misuse or abuse of any part shall void the warranty and negate Seller's warranty liability. The foregoing warranty is exclusive and in lieu of all other warranties whether written, oral, implied or statutory. **NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.** If, during the twelve-month warranty period, Seller is advised of any defect in workmanship or materials (not attributable to misuse or abuse by Customer), then Seller in its discretion shall repair or replace such parts or materials. Claims under this warranty must be submitted

in writing to Seller within 45 days of discovery of the product failure or defect. Customer shall return the warranted part to Seller to afford Seller the opportunity to inspect the part to determine whether Seller's warranty applies. Customer shall pay all costs of removing and replacing defective or non-performing part and of shipment of the part to Seller; Seller shall pay charges of shipping repaired replacement parts to Customer. Seller shall have no other liability to Customer, to any customer of Customer or to any third party for breach of warranty or for breach of contract resulting from or relating to manufacture, possession or use of any equipment or part manufactured by Seller or any service rendered by Seller, including but not limited to special, indirect, punitive, exemplary, consequential or incidental damages, lost profits or revenues. Any liability that may be imposed upon Seller in contravention of the foregoing shall be limited to the price paid by Customer to Seller for the specific equipment or part, which is the subject of the claim giving rise to or associated with Seller's alleged liability.

PROPRIETARY RIGHTS; CONFIDENTIALITY. Some or all of Seller's parts are or will be patentable or otherwise protectable. Regardless of the status of any patent or patent application, all technology and methodology of manufacturing and use are the sole and exclusive property of Seller. Customer does not acquire any license to Seller's technology by virtue of purchase of Seller's parts and has no right to practice or manufacture any such part, or like part, alone or in cooperation with others. Customer acknowledges and agrees that it will not use any technology of Seller for any purpose unrelated to its defined business and business operations. Provided, further, that any data, information and/or physical material, of whatever nature, description and form, given by Seller to Customer for any purpose, including technical development and commercialization, shall be and remain the property of Seller and shall be treated as proprietary by Customer. All information and data, of whatever description and form, relating to, containing or reflecting Seller's equipment and product technology, or technical or business analyses or projections of Seller, shall be presumed to be confidential and maintained in the strictest confidence by Customer for a period of ten (10) years from the date of the last transaction between the parties.

GOVERNING LAW; FORUM. The laws of the Commonwealth of Pennsylvania apply to and shall govern the interpretation and enforcement of these Terms and Conditions and the relationship between the parties generally. Any dispute, controversy or issue arising from or relating to Seller's parts and services; the respective rights and duties of the parties; or claims of third parties affecting or involving the parties shall be litigated and adjudicated only in a state or federal court in Allegheny County, Pennsylvania. The parties expressly elect and consent to this forum.

NON-ASSIGNMENT. Customer may not assign or delegate its rights or obligations without Seller's prior written consent.

ENTIRE AGREEMENT. These terms and conditions constitute the entire agreement between Jex Manufacturing, Inc. ("Seller") and Customer with respect to the parties' relationship and commercial dealings, and supersede all prior or contemporaneous oral or written representations, exchanges, proposals, terms, commitments and agreements. No terms or conditions, other than those stated herein or incorporated by reference, and no agreement or understanding in any way changing or modifying, or purporting to change or modify, these terms and conditions, shall be binding upon Seller unless made in writing and signed by Seller's duly-authorized representative. Customer's request for parts or services, and receipt of same, shall constitute Customer's assent to these exclusive terms and conditions of sale. Seller hereby expressly objects to and rejects any and all additional or different terms proposed by Customer, regardless of form or how or when stated, and no different or additional terms shall form part of the agreement between the parties or be binding on Seller. Seller's acceptance of Customer's request for parts or services, or response to a purchase order, shall not constitute Seller's acceptance of Customer's terms or of any counter-proposal submitted by Customer, unless Customer's terms or proposal are accepted expressly and in writing signed by Seller. Additional or different terms, or any attempt by Customer to change or vary these terms, are hereby rejected by Seller.

IN WITNESS WHEREOF, Jex Manufacturing, Inc., and _____, by their duly-authorized representatives, have executed and mutually agree to be bound by this Agreement of Sale on the dates below written.

Jex Manufacturing, Inc.
Seller

Customer

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____