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**KAMAN**

**TERMS AND CONDITIONS OF SALE**

1.	<b><u>SELLER'S OFFER.</u></b> Notwithstanding any contradictory terms and conditions which may appear on Buyer's forms, the shipment and/or delivery of the goods and/or services made the subject of this invoice and the mailing and/or delivery of this invoice shall not constitute an acceptance by the Seller of any prior written or oral offer by the Buyer which contain terms and conditions different from or additional to those set forth below. Seller's acceptance of any such offer is expressly conditioned on the terms and conditions set forth below. Buyer's acceptance of the goods and/or services which are the subject of this invoice shall constitute confirmation of Buyer's acceptance of the terms and conditions set forth below.
2.	<b><u>LIMITATION OF WARRANTIES.</u></b> Kaman Aerospace Corporation's obligation under this warranty shall be limited to repair or replacement (at the discretion of Kaman Aerospace Corporation) of the defective goods returned to Kaman Aerospace Corporation's plant within one (1) year from date of shipment. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR LOSS OF USE OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES FOR PERSONAL INJURIES OR DELAY. THIS DISCLAIMER OF CONSEQUENTIAL DAMAGES WILL CONTINUE IN FULL FORCE AND EFFECT EVEN IF THE BUYER'S LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. In the event any component or part of the goods sold and/or services rendered hereunder have not been manufactured by the Seller, the Seller's sole obligation shall be limited to making available to Buyer any existing applicable warranty of the manufacturer of such component or part to the extent Seller can do so. THIS WARRANTY IS EXCLUSIVE AND IS MADE IN LIEU OF ALL OTHER WARRANTIES. NO MODIFICATION OR ALTERATION OF THE FOREGOING WARRANTY AND LIMITATION OF REMEDIES PROVISIONS SHALL BE VALID OR ENFORCEABLE UNLESS SET FORTH IN A WRITTEN AGREEMENT SIGNED BY KAMAN AEROSPACE CORPORATION AND THE BUYER.
3.	<b><u>ENTIRE AGREEMENT.</u></b> No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation, or warranty concerning the goods sold under this contract, unless such affirmation, representation or warranty is specifically included within this agreement. No modification or alteration of the foregoing disclaimer of warranty and limitation of remedies provisions shall be valid or enforceable unless set forth in a separate document issued and executed by the Seller.
4.	<b><u>INDEMNIFICATION.</u></b> In the event Buyer fails to disclaim any warranty with respect to any articles sold hereunder. Buyer shall indemnify and hold Seller harmless from any and all liability, costs, and expenses to which Seller may be subjected as a result of Buyer's failure to so disclaim its express or implied warranties.
5.	<b><u>RISK OF LOSS: TITLE.</u></b> The goods sold hereunder shall be at the risk of the Buyer upon delivery by the Seller to the carrier F.O.B. shipping point. Title to the goods sold hereunder shall remain with Seller until payment in full by the Buyer.
6.	<b><u>DELAYS BEYOND SELLER'S CONTROL.</u></b> Seller shall not be responsible for delays in performance caused by delays at manufacturing plants, or in transportation or due to strikes, fires, floods, storms, war, insurrections, riots, any governmental regulation, order, act or institution, or any other circumstances beyond the Seller's reasonable control.
7.	<b><u>SERVICE CHARGE: TERMS OF PAYMENT; COLLECTION ACTIONS.</u></b> Any accounts not adhering to the payment terms on the face hereof will be subject to a service charge on the unpaid balance of 1.5% per month or the highest rate allowed by law, whichever is greater. Unless otherwise indicated on the face hereof, payment terms are net 30 days. If Seller commences an action to collect amounts due on this account, Buyer will indemnify and hold Seller harmless from all expenses incurred in connection therewith, including attorney's fees.
8.	<b><u>SURVIVAL OF TERMS.</u></b> To the extent any provision hereof is held invalid, then that provision shall be deemed to be deleted, and the remaining provisions hereof shall remain in full force and effect.
9.	<b><u>RETURNED GOODS.</u></b> IMPORTANT. A 15% handling or restocking charge, after inspection and in the opinion of the Seller, can be made upon all goods returned for credit. Goods returned for credit must be returned within five (5) days after receipt and must be accompanied by our Invoice Number and date of purchase.
10.	<b><u>FOREIGN SHIPMENT.</u></b> In the event this sale involves a foreign shipment, the Seller declares this invoice to be true and correct in every respect and declares the goods described on the invoice side hereof to be the product of the Industry of the United States of America, except as otherwise noted.
11.	<b><u>LIMITATION OF ACTIONS.</u></b> Buyer agrees that any action of any kind by the Buyer against the Seller must be commenced, if at all, within one (1) year after the date of delivery.