

KANCA FORGING USA INC. SALES TERMS AND CONDITIONS

1. ORDERS: All orders are subject to the approval of Kanca Forging USA Inc. Kanca Forging USA Inc will have the right to accept, reject or cancel any order without liability and penalty. Kanca Forging USA Inc only accepts orders for shipments within the United States. Orders for international destinations will be evaluated and approved by Kanca Forging USA Inc separately. All additions or deletions to purchase orders will be accepted if the ordered parts have not been packed for shipment. Ordered parts that are canceled after being packed for shipment will be agreed by Kanca Forging USA Inc. Kanca Forging USA Inc will have the right to charge extra cost for additions, cancellations or any kind of alterations in the orders. If the customer requests any kind of alteration in the purchase order then the customer must always communicate and agree with Kanca Forging USA Inc related responsible by e-mail: info@kancaforging.com. Claims for damage that occurred during shipping are to be noted by the consignee on the shipping document at the time of receipt from the common carrier and acknowledge by the driver. One copy of the receipt carrying all details related with the damage is to be sent to Kanca Forging USA Inc e-mail : (info @ kanca forging.com) for processing. Damaged packaging should not be accepted from the common carrier prior to accepting the products and sign the shipping document. If the customer accepts damaged packaging from the common carrier then the customer will accept the product with any kind of possible damages and loses the right to claim for damage. Kanca Forging USA Inc will make every effort to insure the accuracy of each and every shipment. We kindly ask that you please inform us of any discrepancies within 7 days after the receipt of the shipment. Kanca Forging USA Inc will not accept any claims exceeding 14 days from the date shipment is received. Any kind of claims from the customers, under the provisions of this Terms and Conditions exceeding 14 days from the date shipment is received, will not be accepted by Kanca Forging USA Inc.

2. QUOTATIONS: All quotations submitted to the customers are valid for (30) thirty days from date of issue unless otherwise specified in writing.

3. FREIGHT: All prepaid orders are shipped by ground transportation and using a provider of Kanca's choice. If customers request another carrier, or another method of delivery then they must communicate and agree with the related Kanca Forging USA Inc responsible by e-mail: info@kancaforging.com Kanca Forging USA Inc all prices are based on FOB Chicago/Elk Grove Village. Prepaid shipping is based on minimum invoice val-ues and, are subject to change without notice. Freight is prepaid on orders greater than 1500 usd net to one destination.

4. PRICE: All prices, sizes and product specifications are subject to change without notice. Only the submitted and valid quotations will be excluded from this provision

5. PAYMENT TERM: All payments to Kanca Forging USA Inc will be due in 30 days from date of invoice. Payments delaying 60 days after the due date of pay-ment will be subject to amount of the penalty of 2% per month.

6. WARRANTY: All products are subject to the Limited Manufacturer's Warranty attached hereto as Exhibit 1. No one is authorized to make any warranties except as indicated in Exhibit 1

7. RETURN POLICY: Products returned for credit will not be accepted. Goods are not returnable unless permission has previously been received in writing from our office. Returned goods are subject to the following conditions: 1. Incoming transportation charges, if not prepaid, will be deducted from credit memorandum. 2. All material returned must be found by Kanca, upon arrival, to be in first class saleable condition. If not, the cost of putting it in such condition will be deducted from any credit memorandum. 3. A restocking charge of 20% plus an additional 2% per each month elapsed since date of purchase, of the original invoice cost, will be deducted from any credit memorandum. 4. Products returned must be current products in the Kanca product offering.

8. CAUTION: Vises and clamping tools (Bench Vise, Milling Vise, Pipe Vise, Drill Vise, Anvil + Vise, All Type of Clamps) are not suitable for lifting, pulling or transporting. Improper use of those tools may lead to personal injuries or material damages. Clamping tools should only be clamped manually and without the use of any auxiliary tools or other devices. Please contact with Kanca Forging USA Inc for further information.

Under no circumstances, and in no event, Kanca Forging USA Inc will be liable for any personal injury, death, or property damage or any other loss, profit loss, damage, cost of repairs or incidental, punitive, special, consequential, or liquidated damages of any kind, whether based on warranty, contract, strict liability, negligence or any other cause of action arising in connection with the design, manufacture, sale, transportation, installation, use or repair of the products sold by Kanca Forging USA Inc. Buyer hereby acknowledges and agrees that under no circumstances, and in no event, shall Kanca Forging USA Inc's liability, if any, exceed the net sales price of the defective product(s); no additional payment shall be granted for the cost of labor or expense of repair.

9. FORCE MAJEURE: In no event shall Kanca Forging USA Inc be liable for any failure or delay in the performance of its obligations under this Sales Terms and Conditions arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware)

10. SEVERABILITY CLAUSE : In case any provision in this Sales Terms and Conditions shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. GOVERNING LAW : This Sales Terms and Conditions shall be construed, interpreted and determined in accordance with the laws of the State of Illinois.

12. ARBITRATION CLAUSE : Any claim, dispute or action against Kanca Forging USA Inc, arising out of or relating to this Sales Terms and Conditions or any breach hereof shall be submitted to mediation in accordance with the Mediation Rules of the American Arbitration Association, and the cost of such mediation shall be shared equally by the parties, except that each party shall be responsible for the cost of its own efforts, personnel, counsel and experts in preparing for and presenting its case before the mediator. Any such claim or dispute not resolved through such mediation shall be decided exclusively in the courts of the State of Illinois having jurisdiction thereof, including as may be appropriate, the federal courts sitting in the State of Illinois and each party hereby consents to the jurisdiction of such courts and hereby waives any defense or claim it may have as to forum non conveniens with respect to the chosen venue.

13. NO REPRESENTATION CLAUSE : Customers buying and using Kanca products agrees and accepts that they have reviewed and accepted this Sales Terms and Conditions and they are not relying on anything else.

EXHIBIT 1

MANUFACTURER'S LIMITED WARRANTY

KANCA EL ALETILERI DÖVME (ÇELİK VE MAKİNA SAN. A.Ş ("Kanca" or "Manufacturer") warrants that the purchased Kanca product (the "Product") sold to the first end user ("BUYER") will be free of manufacturing defects in workmanship and materials under normal use subject to limitations described below and will be fitted and maintained strictly in accordance with the manufacturer's instructions for a period as provided in Section IV of this Limited Warranty. Manufacturer's obligations under this Limited Warranty apply only to the first end user of the Product and Manufacturer's obligations become void on the transfer or sale of the Product or the use of the Product by any party other than BUYER.

I. MAINTENANCE REQUIREMENTS

(A) BUYER'S waivers, obligations and representations, including, but not limited to, those contained in paragraph V, paragraph VI, paragraph VII, and paragraph VIII of this Limited Warranty apply regardless of any condition, but that the express limited warranties contained in the preamble, paragraph II and paragraph III of this Limited Warranty apply only if:

(1) The Product is not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of Manufacturer, or damage done to the product by anyone other than Manufacturer.

II. METHOD FOR OBTAINING WARRANTY SERVICE

(A) To obtain warranty service under this Limited Warranty, BUYER must provide Kanca Forging USA, Inc. with a written notice of any alleged defect with the serial and model number of the alleged defective Product, within the warranty period stated in Section IV and within ten (10) days of its discovery. If such serial and model number is not provided by BUYER, the request will be treated as improper service request and no service will be rendered by Manufacturer. Upon receiving the written notice, Kanca Forging USA, Inc. shall immediately contact Manufacturer regarding the alleged defect.

(B) Within a reasonable period of time upon learning the alleged defect, at Manufacturer's option, Manufacturer may contact BUYER via phone or email and arrange for the alleged defective product to be sent to Kanca Forging USA, Inc. for examination.

III. WARRANTY SERVICES PROVIDED

(A) If the Product shall be proved in Manufacturer's sole discretion to be defective, within the applicable warranty period described below, Manufacturer's obligations under this Limited Warranty shall be limited to either repairing or replacing the Product, at Manufacturer's sole discretion, if such defect was caused solely by defective workmanship and materials. In the event Manufacturer chooses to replace the Product, BUYER shall be responsible for all costs associated with transporting the Product to the business location of Kanca Forging USA, Inc. Such repair or replacement shall be Manufacturer's sole obligation and BUYER's exclusive remedy hereunder and shall be conditioned upon BUYER's fulfilling its obligations under Manufacturer's Warranty Claim Procedures.

(B) Pursuant to Subsection (A), Manufacturer's warranty services will specifically include providing BUYER with alternative parts of comparable quality to cover the remainder of the warranty period and/or carry out necessary repairs of the Product. BUYER shall be responsible for round-trip freight, insurance and any other shipping charges related to Manufacturer's obligations under this warranty.

IV. WARRANTY PERIOD

(A) This Limited Warranty of the Product, and any implied warranties provided to BUYER by state law not otherwise excluded or disclaimed in this Limited Warranty, shall apply for

(1) In the case of Kanca branded (i) bench vises (excluding Castillo vises),

(ii) drill vises, (iii) pipe vises, (iv) anvils, (v) clamps (excluding C-clamps), and (vi) hammers, a lifetime guarantee.

(2) For all other products, for period of one (1) year from the date the BUYER accepts the shipment and receives the product.

V. EXCLUSIONS FROM WARRANTY

(A) The following is not included under this Limited Warranty:

(1) Use by personnel without proper knowledge of how to operate the Product

(2) Unauthorized disassembly or repair

(3) Damage due to improper handling;

(4) Normal wear and tear;

(5) Damage as a result of repair or part replacement not authorized by Manufacturer;

(6) Misuse or abuse by the end-user;

(7) Physical damage to the Product as a result of unreasonable use and/or negligence and;

(8) Operation or maintenance which is not in accordance with Manufacturer's written recommendations and restrictions as contained in Manufacturer's user manuals or any signage on the Product itself.

VI. LIMITATIONS ON WARRANTY

(A) This Limited Warranty is provided by Manufacturer, and it contains the only express warranty provided to BUYER by Manufacturer. Manufacturer does not authorize any other person, including sales representatives, to give any other warranties on Manufacturer's behalf.

MANUFACTURER DISCLAIMS ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY OR REPRESENTATION AS TO PERFORMANCE, QUALITY AND ABSENCE OF HIDDEN DEFECTS, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF WORKMANLIKE QUALITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. MANUFACTURER FURTHER DISCLAIMS, ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, SPECIAL, INDIRECT, SECONDARY OR CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER, INCLUDING DAMAGES ARISING FROM OWNERSHIP OR USE OF PRODUCT. IMPLIED WARRANTIES IN JURISDICTIONS WHERE THEY MAY NOT BE DISCLAIMED SHALL BE IN EFFECT ONLY FOR THE DURATION OF THE EXPRESS WARRANTY SET FORTH HEREIN.

IF BUYER HAS A CLAIM UNDER THIS LIMITED WARRANTY OR UNDER ANY IMPLIED WARRANTIES PROVIDED TO BUYER BY STATE LAW, BUYER MAY NOT FILE A COURT ACTION BASED ON THAT CLAIM ANY LATER THAN ONE (1) YEAR AFTER BUYER'S RIGHT TO FILE A COURT ACTION ACCRUES. IN THOSE STATES WHICH DO NOT ALLOW THIS LIMITATION ON THE TIME PERIOD FOR FILING A COURT ACTION, THIS PROVISION IS INAPPLICABLE.

VII. LIABILITY AND REMEDIES

MANUFACTURER'S LIABILITY WITH RESPECT TO THE PRODUCT SOLD TO BUYER AND ANY SERVICES PROVIDED BY MANUFACTURER SHALL BE LIMITED TO THE WARRANTY PROVIDED HEREIN. MANUFACTURER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY MANUFACTURER, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO.

WITHOUT LIMITING THE FOREGOING, MANUFACTURER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PROPERTY OR PERSONAL INJURY DAMAGES, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, SERVICES, DOWN TIME, SHUT DOWN OR SLOW DOWN COSTS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, AND FOR CLAIMS OF BUYER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES. MANUFACTURER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

BUYER AGREES THAT WITH REGARD TO ANY POTENTIAL CLAIM RELATING TO THE PRODUCT, IT SHALL WAIVE AND NOT SEEK ANY REMEDY OTHER THAN A CLAIM FOR BREACH OF MANUFACTURER'S LIMITED WARRANTY TO BE SOUGHT SOLELY AND EXCLUSIVELY FROM KANCA FORGING USA, INC. IN PARTICULAR, BUYER AGREES THAT IT SHALL NOT SEEK ANY REMEDY FROM KANCA EL ALETILERI DÖVME ÇELİK VE MAKİNA SAN. A.Ş., OR ANY OWNERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ASSOCIATES, SUBSIDIARIES, OR AFFILIATES, AND BUYER HEREBY WAIVES ANY AND ALL OTHER POTENTIAL CLAIMS AGAINST SAID PARTIES.

PRIOR TO FILING ITS CLAIM FOR BREACH OF MANUFACTURER'S LIMITED WARRANTY, BUYER MUST FIRST AFFORD MANUFACTURER A REASONABLE OPPORTUNITY TO CURE THE BREACH THROUGH THE FOLLOWING PROCEDURES: IF BUYER REASONABLY BELIEVES THAT MANUFACTURER HAS COMMITTED A BREACH, BUYER MUST PROVIDE A SIGNED, WRITTEN NOTICE VIA U.S. CERTIFIED MAIL TO KANCA C/O ATOM LAW GROUP, LLC, 770 N. LASALLE ST., SUITE 700, CHICAGO, ILLINOIS 60654. MANUFACTURER SHALL THEN HAVE SIXTY (60) DAYS FROM THE DATE OF RECEIPT OF SUCH NOTICE OF BREACH TO CURE THE BREACH BY PROVIDING BUYER'S REQUESTED REPAIR AND/OR REPLACEMENT. IN THE EVENT THAT BUYER FAILS TO PROVIDE SUCH NOTICE, ITS CLAIM SHALL BE DISMISSED FOR FAILURE TO STATE A CLAIM.

VIII. MISCELLANEOUS

(A) Any description of the Product, whether in writing or made orally by Manufacturer or Manufacturer's agents, sales representatives, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with BUYER'S order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Manufacturer or Manufacturer's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by Manufacturer to be such.

(B) All correspondence directed to Manufacturer shall be sent via U.S. Certified Mail to:

Kanca Forging USA, Inc. 2800 Lively Blvd.,

Elk Grove Village IL 60007 Tel: +1 847 737-4176

Fax: +1 847 430-4803

Email: info@kancaforging.com