1. Agreement. Hudson's quotation is an offer which may be changed or withdrawn by Hudson at any time before it is accepted by Buyer. Any Purchase Order covering the Goods specified herein shall be considered by both the Buyer and Hudson to be merely an acceptance of the exact terms and conditions set forth herein. Hudson objects to and will not agree to any terms that are additional or different from the terms of this offer. If Buyer has not otherwise agreed to these terms and conditions of sale, Buyer's acceptance of delivery of, or payment for, the Goods shall constitute Buyer's acceptance of these terms and conditions. These terms and conditions are intended by Hudson and Buyer as the final expression and exclusive statement of the terms and conditions of their Agreement. Any addition to, change in, or waiver of, any provision of this Agreement must be made in writing and signed by Hudson.

2. Notice. Any notice required hereunder shall be given in writing to Hudson at Hudson's home office in Ormond Beach, Florida, and to Buyer at Buyer's home office, unless Buyer designates in writing another address for such notices.

3. Price and Price Adjustment. Except as otherwise stated herein, all prices quoted by Hudson may be withdrawn at any time prior to Buyer's acceptance. Prices for Goods requiring manufacturing or print approval by Buyer are subject to adjustment at the time such approval is granted. Any such adjustment shall be equal to any percentage increase in Hudson's published prices from the date of Hudson's quotation to the date of Buyer's manufacturing or print approval.

4. Taxes, Duties and Fees. Hudson's stated price does not include any privilege, occupation, personal property, value-added, sales, excise, use, or other tax, or any import or export duties, licenses, permits, and fees, and Buyer shall be liable for all such taxes, duties and fees, whether or not invoiced by Hudson.

5. Payment Terms. Unless otherwise agreed in writing, payment in full of the price is due thirty (30) days from the date of Hudson's invoice, without discount.

6. Solvency and Security Interest. Buyer represents to Hudson that Buyer is solvent. Buyer grants Hudson a security interest in all Goods to secure Buyer's present and future obligations to Hudson. All Hudson's rights are subject to Buyer giving Hudson a signed financing statement reflecting this security interest.

7. Title and Risk of Loss. All Goods are shipped F.O.B. Hudson's plant. Title and risk of loss shall pass to Buyer upon Hudson's delivery of the Goods to the original carrier. Hudson's liability for filing claims for loss or damage in transit is limited to the amount of insurance or filing claims for loss or damage in transit.

8. Delivery. Shipping dates are estimates only. All deliveries are subject to modification or cancellation due to events beyond Hudson's control, including, but not limited to, storms, floods, acts of God, fires, strikes, walkouts, riots, war, failure to secure materials from usual sources of supply, and revisions requested by Buyer in engineering plans, drawings, and technical designs. Hudson shall not be liable for any loss of incidental, consequential, or other damages for any such delay or failure to deliver. Hudson shall have the right to deliver all of the Goods at one time or in portions from time to time.

9. Specially Manufactured Goods. Only specialized, non-reusable tooling or other equipment created for the particular needs of Buyer's order that Hudson uses in manufacturing Goods designed to Buyer's specifications and that Buyer charges and pays for is part of the sale to Buyer. Any unconverted, reusable tooling or other equipment that Hudson may use in manufacturing Goods designed to Buyer's specifications is not part of the sale to Buyer.

10. Buyer's Materials. If Buyer desires to use materials of its own, Buyer shall submit samples to Hudson for suitability and pricing determinations. Buyer shall furnish materials, shipment prepaid, with proper identification, including Buyer's name, Buyer's purchase order number, and project name. Hudson shall not be liable for the performance of Buyer's materials.

11. Cancellation or Delay by Buyer. After Buyer has accepted Hudson's quotation, Buyer may not cancel, delay, or interrupt the manufacture or shipment of the Goods without Hudson's consent. If Buyer causes or requests cancellation, delay beyond Hudson's current estimated delivery dates, or interruption in the manufacturer or shipment of the Goods, Buyer shall pay Hudson for all raw material, parts in process and finished goods resulting therefrom including, but not limited to, payment of reasonable storage expenses for the Goods during any delay or interruption, and payment for all work completed, and all other costs plus overhead and normal profit for any cancellation.

12. Warranties. All warranties herein are subject to the limitations in Paragraph 14 and Buyer's obligations in Paragraph 15. For a period of 45 days after the date of shipment, Hudson warrants that the Goods shall be free from defects in material and workmanship and will in all material respects meet the specifications described in Hudson's proposal as accepted by the Buyer. For purposes of this paragraph, a defective item is an item which is found by Hudson to have been defective in materials or workmanship or to have failed to meet material specifications, if the defect materially impairs the value of the item. Buyer, provided, however, that if Buyer shall have approved a sample, drawings of, or specifications for, the Goods, then the Goods shall not be defective to the extent they conform to the sample, drawings, or specifications. No representative of Hudson has authority to modify, expand, or extend this warranty, to waive any of the limitations or exclusions, or to make any additional or additional warranties with respect to the Goods.