Proceeding that may result from Buyer’s failure to adhere to the covenants contained in this paragraph, and from and against any and all costs and expenses, including attorneys’ fees, related thereto.

2. if any, are kept and delivered with Enflo’s product throughout the channels of distribution. Without limiting Buyer’s ... shall indemnify and hold Enflo harmless from and against any and all loss, damage, injury, claim, cause of action or proceeding arising out of the sale or use of Enflo’s products or (b) Enflo’s (c) non-conformance products within 30 days after delivery. Enflo’s remedial obligations shall be subject to the terms and conditions expressly incorporated by reference on the face hereof, (3) the preprinted terms and conditions on the back hereof, and (4) any other terms and conditions that may be a part of the contract.

2. Disclaimers: Enflo warrants that at the time of delivery for shipment (a) stock products delivered hereunder shall be free of defects in workmanship and material and conform to any product specifications that are made a part of the Order and (b) custom products delivered hereunder shall conform to any Buyer specifications that are made a part of an Order. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, ENFLO MAKES NO WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES MADE HEREIN ARE MADE SOLELY TO BUYER AND SHALL NOT EXTEND TO OR BE ASSIGNABLE TO BUYER’S CUSTOMERS, INCLUDING BUT NOT LIMITED TO ANY CUSTOMER OF 25% of the price for each product terminated. Upon termination by Buyer of an Order for custom products delivered hereunder, Buyer shall be liable for the full price, and (b) with respect to products not fully manufactured, Buyer shall be liable for all direct and indirect costs and expenses incurred by Enflo in fulfilling the order, including all materials purchased, commissions made and engineering design services performed.

3. Payment and Credit Terms: In advance. In the event Buyer fails to make payments on an order, Buyer shall pay interest at a rate of 1% per month on the unpaid balance, together with the costs of collection and attorneys’ fees, all without relief from volition and appraisal laws. Enflo shall have a security interest in all products delivered to Buyer prior to Enflo’s receipt of payment in full as provided herein.

4. Warranties and Remedies: If any event, whether in contract or tort, arising out of or in connection with an Order, may be brought by either party to the extent such failure or delay is due to causes beyond the reasonable control and without the fault or negligence of the party whose performance is prevented or delayed, provided that the party whose performance is prevented or delayed (a) provides prompt written notice to the other of such circumstances and (b) makes reasonable efforts to perform or complete performance hereunder despite the impediment to performance. Without limiting the generality of the foregoing language, such causes include, storm, flood, fire, earthquake, windstorm, wind, sabotage, labor or other strikes, shortages or embargoes, acts of God, acts of war, terrorism, war, requisition or nationalization, riots, strikes or lockouts, United States or foreign or United Nations or all states or any legal or governmental authority or any other act or cause interfering with the production or transportation of the products.

5. Limitations of Liability: Enflo reserves the right to make partial deliveries of products. In the event of a shortage of any product or delays in the performance of any obligation under this paragraph, Enflo reserves the right to apportion products among its customers in its sole discretion.

6. Improving: Buyer acknowledges that Enflo is the sole source of supplies and that such supplies are sold based on Enflo’s specifications. Without limiting Buyer’s obligations to Enflo, Buyer shall be liable for the full price, and (b) with respect to products not fully manufactured, Buyer shall be liable for all direct and indirect costs and expenses incurred by Enflo in fulfilling the order, including all materials purchased, commissions made and engineering design services performed.

7. Packaging and Packing: Standard packaging and packing methods selected by Enflo will be used in fulfillment of the order. Additional packaging and packing costs incurred by Buyer’s request will be paid by and added to the order.

8. Payment and Credit Terms: In advance. In the event Buyer fails to make payments on an order, Buyer shall pay interest at a rate of 1% per month on the unpaid balance, together with the costs of collection and attorneys’ fees, all without relief from volition and appraisal laws. Enflo shall have a security interest in all products delivered to Buyer prior to Enflo’s receipt of payment in full as provided herein.

9. Warranties and Remedies: If any event, whether in contract or tort, arising out of or in connection with an Order, may be brought by either party to the extent such failure or delay is due to causes beyond the reasonable control and without the fault or negligence of the party whose performance is prevented or delayed, provided that the party whose performance is prevented or delayed (a) provides prompt written notice to the other of such circumstances and (b) makes reasonable efforts to perform or complete performance hereunder despite the impediment to performance. Without limiting the generality of the foregoing language, such causes include, storm, flood, fire, earthquake, windstorm, wind, sabotage, labor or other strikes, shortages or embargoes, acts of God, acts of war, terrorism, war, requisition or nationalization, riots, strikes or lockouts, United States or foreign or United Nations or all states or any legal or governmental authority or any other act or cause interfering with the production or transportation of the products.

10. Improving: Buyer acknowledges that Enflo is the sole source of supplies and that such supplies are sold based on Enflo’s specifications. Without limiting Buyer’s obligations to Enflo, Buyer shall be liable for the full price, and (b) with respect to products not fully manufactured, Buyer shall be liable for all direct and indirect costs and expenses incurred by Enflo in fulfilling the order, including all materials purchased, commissions made and engineering design services performed.

11. Custom Products: The following provisions apply to all sales of custom products sold under an Order. In the event Enflo fabricates, casts or manufactures any forms, patterns, molds, dies, tools, or punchings (collectively called “Forms”) or performs any engineering design work of any kind for Buyer, Buyer shall, unless otherwise specified by the parties hereto, bear the cost of all such engineering design work. In the event Enflo is required to redesign, repair or replace any Forms or Enflo’s performance of such Services, Buyer shall compensate Enflo for all such costs. Buyer acknowledges that such Forms will be based on technical drawings and instructions provided by Buyer to Enflo, and Buyer agrees not to assert any claim against Enflo, with respect to any such technical drawings or instructions provided by Buyer. In the event Enflo shall comply with all specifications, drawings, quality requirements and procedures specified by Buyer, but Buyer has not agreed to Foresee the design for a Form, Buyer shall be solely responsible for the design of a Form, and (3) the preprinted terms and conditions on the back hereof, and (4) any other terms and conditions that may be a part of the contract.

12. Limitations of Liability: In no event shall Enflo be liable to Buyer for any failure to perform, or delay in the performance of any obligation hereunder (except the obligation to pay amounts due hereunder) to the extent such failure or delay is due to causes beyond the reasonable control and without the fault or negligence of the party whose performance is prevented or delayed, provided that the party whose performance is prevented or delayed (a) provides prompt written notice to the other of such circumstances and (b) makes reasonable efforts to perform or complete performance hereunder despite the impediment to performance. Without limiting the generality of the foregoing language, such causes include, storm, flood, fire, earthquake, windstorm, wind, sabotage, labor or other strikes, shortages or embargoes, acts of God, acts of war, terrorism, war, requisition or nationalization, riots, strikes or lockouts, United States or foreign or United Nations or all states or any legal or governmental authority or any other act or cause interfering with the production or transportation of the products.

13. Cancellation: Any Order may be cancelled by Enflo upon Buyer’s breach or repudiation of any reason for this purpose. Without limiting Buyer’s obligations to Enflo, Buyer shall be liable for the full price, and (b) with respect to products not fully manufactured, Buyer shall be liable for all direct and indirect costs and expenses incurred by Enflo in fulfilling the order, including all materials purchased, commissions made and engineering design services performed.

14. Payment Terms: In advance. In the event Buyer fails to make payments on an order, Buyer shall pay interest at a rate of 1% per month on the unpaid balance, together with the costs of collection and attorneys’ fees, all without relief from volition and appraisal laws. Enflo shall have a security interest in all products delivered to Buyer prior to Enflo’s receipt of payment in full as provided herein.

15. Improving: Buyer acknowledges that Enflo is the sole source of supplies and that such supplies are sold based on Enflo’s specifications. Without limiting Buyer’s obligations to Enflo, Buyer shall be liable for the full price, and (b) with respect to products not fully manufactured, Buyer shall be liable for all direct and indirect costs and expenses incurred by Enflo in fulfilling the order, including all materials purchased, commissions made and engineering design services performed.

16. General Provisions: These Terms and Conditions may be amended by written order or agreement between Enflo and Buyer. Any order or contract entered into after the date hereof shall not be effective unless signed by an authorized representative of Enflo. Any attempt at assignment of such work shall void and shall entirely cancel Enflo’s Order to Enflo. Each Order is for the sole use of, and shall be considered as a waiver of any and all other terms or conditions to be performed by Buyer or other. Nothing herein shall be deemed to constitute a hiring, partnership or joint venture between the parties. All rights, remedies and warranties whether expressed or implied by any other instrument of law shall be cumulative, and may be exercised in accordance with the law of the state in which the transaction occurs. Each Order and these Terms and Conditions shall be construed to be the entire agreement between Enflo and Buyer with respect to the Order and supersede all proposals, oral and written, all previous negotiations and all other communications between the parties.