

INVOICE

MAIL REMITTANCE TO : PO BOX 732997 DALLAS TX 75373-2997

CUSTOMER ORDER NO.		NO.	CUST. ORDER DATE	PRICE REF.DATE	JDE ORDER NO	INV/CR. DATE		INV/CR NO	DATE SHIPPED	CURR	PAGE
	062018		2018-01-11	2018-01-11	21349639	2018-06-21		10360026	2018-06-21	USD	1
	FREIGHT		SHIPPED VIA	SHIPPING POINT(F.O.B)		-		PAYMENT TERMS			
COLL	COLLECT		Routing Instru	ctMarastar	tMarastar		Net 30 Days				
S H L	01-5609481-5621586 PET COLUMBIA, MO			B PET MISSOURI COLUMBIA L 1908 HERIFORD ROAD L COLUMBIA MO 65202				CKAGES:			137
Р		FORD ROAD			BIA MO 65202		WE	IGHT:		6,506	.00
T O	Т			T O	T O			L:		10016	728
								0:	7	435135	626

PLEASE REFER TO THIS NUMBER WHEN REMITTING * 10360026 *

LINE	QTY. ORD	QTY. SHIPPED	PART NUMBER	DESCRIPTION	UM	NET UNIT PRICE	EXTENDED PRICE		
1	200	200	34047P	KNOBBY FF 4.80/4.00-8	EA	19.7500	3,950.00		
				6 C W/SPROCKET, 5/8" PEER BB					
			C00:	China					
2	570	570	00055-PET	KNOBBY FF 4.80/4.00-8LP	EA	16.7500	9,547.50		
				3 CENTERED, 5/8 PEER BEARINGS					
			C00:	China					
5	600	600	60103-SP	SPACER 5/8 ID X 1/2 THICK	EA	0.2000	120.00		
			C00:	China					
6	200	200	60105-SP	SPACER 5/8 ID X 3/4 THICK	EA	0.2000	40.00		
			C00:	China					
	PA	CK SLIP #	10016728						
	TF	ACKING #	YRC						
				1					
]				

TOTAL QTY

1,570

OUNT BJECT 13,657.50



13,657.50

CUSTOMER WILL HAVE A MAXIMUM OF 10 DAYS FROM CUSTOMER'S RECEIPT OF GOODS TO FILE ANY CLAIM AGAINST NON-CONTAINER SHIPMENTS AND 48 HOURS TO FILE A CLAIM AGAINST A CONTAINER SHIPMENT. ANY CLAIMS DATED AFTER THE SPECIFIED PERIOD WILL NOT BE HONORED OR RECOGNIZED AS LEGITIMATE BY MARASTAR LLC.

WE CERTIFY THAT THESE GOODS WERE PRODUCED AND PRICED IN COMPLAINCE WITH ALL FEDERAL OR SATE REGULATIONS, LAWS AND ORDERS RELATING TO THE MANUFACTURE AND SALE, INCLUDING ALL REQUIREMENTS OF SECTION 6, 7 AND 14 OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE ADMINISTRATOR OF THE WAGE AND OUR DIVISION ISSUED UNDER SECTION 14 THEREOF.



GENERAL TERMS AND CONDITIONS OF SALES

Acceptance of your order is expressly conditioned upon acceptance by you as the Buyer of the terms and conditions stated below. Marastar LLC, its divisions, subsidiaries and affiliates (hereinafter "Seller") shall not be bound by any Buyer's terms and condition of sale which attempts to impose any conditions at variance with Seller's terms and conditions of sale which are included herein or are stated on Seller's technical data sheets, catalogs, order quotation and acknowledgment, invoices and packages. Seller's failure to object to provision contained in Buyer's forms shall not be deemed a waiver of the provisions of the Seller's terms and conditions, which shall constitute the entire contract between the parties. In the event of clerical errors which results in inconsistent terms or conditions, Seller's quotation or acknowledgement will prevail. In the event of a written request by Buyer for additional or contrary terms or conditions, such modifications shall only be made in written instrument signed by Seller's officer or authorized representatives.

PRICE

Seller reserves the right to change its price schedules and quotations at any time without notice. In the event of an increase in price applicable to orders placed by the Buyer, the price of the product shall be the seller's price in effect on the date of shipment. In the event of a price increase, any unshipped portions of the orders may be canceled, however, on orders be produced to Buyer's specifications: 1) when notified of a price increase prior to Seller's commencement of manufacture, if Buyer does not thereupon elect to cancel, Buyer's right to cancel is forfeited, and 2) if, upon notification, Buyer elects to cancel any portion of Buyer's order, completed or in process, will be delivered at the price specified herein. Buyer shall accept deliver and reimburse Seller for its unamortized cost of all materials, special tooling and equipment procured for the performance of Buyer's order. Quotations are valid for thirty (30) days. Material, energy, minimum order quantities, minimum order values, set up charges and other surcharges may apply. The amount of the present or future sales, revenue, excise or other taxes applicable to the goods, shall be added to purchase price and shall be paid by Buyer, or in lieu thereof, the Buyer shall provide Seller with a tax exemption certificate or other proof of tax exemption acceptable to the taxing authorities.

PAYMENT TERMS AND BANK CORRESPONDENCES

Unless otherwise agreed to in writing by Seller, payment terms are net thirty (30) days from the date of invoice. If Buyer defaults, is insolvent or if Buyer's credit is impaired, Seller shall have the right to (1) demand payment in full for any goods delivered or before proceeding with manufactured of goods; (2) withhold shipments in whole or in part; (3) revert terms of sale to cash in advance; and (4) recall goods in transit. Seller reserves the right to assess service charges of one and one-half percent (1 1/2%) per month, or (18% per annum) or the highest legal rate, whichever is less on delinquent invoices. In the event of non-payment, Buyer agrees to pay all cost of collection incurred by Seller, including expenses and reasonable attorneys' fees whether or not suit is filed. Buyer must notify Seller in writing of any change in ownership, the name of the business or structure of the business under which credit is established. If Buyer receives a request to change ANY banking or payment related information from an entity appearing to be, or claiming to represent, Marastar LLC, please call Randy O'Banion at 1-800-827-1001 to verbally validate the requests like these are common tactics used by fraudsters (known as "Phishing") that are aimed at obtaining sensitive company information to be used to perpetrate fraud against that company and/or its business partners.

DELIVER, RISK OF LOSS, DAMAGE AND FORCE MAJEURE

In the absence of prior special arrangements confirmed in writing and agreed to by Seller and Buyer, products are sold F.O.B. shipping point. Seller shall be entitled to select the means of transportation. Buyer agrees to pay all transportation charges incurred after the products are delivered to the carrier. If Buyer requires special transportation instructions (e.g. special handling packages, expedited shipping, etc.) all costs thereof shall be borne by Buyer. All costs of exports (e.g. export duties, licenses, fees, etc.) if applicable, shall be borne by Buyer. Risk of loss or damage for any product shall pass to Buyer upon deliver by Seller to the freight carrier, Buyer, or Buyer's agent for deliver, whichever first occurs. Claims for damage products must be reported to Seller within ten (10) days of invoice date which includes a copy of the bill of lading or receiving documents indicating damage when products were signed for and received by the carrier's inspection report. No credits will be issued or deductions allowed for freight damage products upon signing "complete" on the deliver receipt. Seller shall be berne by fires, floods, strikes, labor disputes, actidents, acts of war, priorities required by any government authority, transportation delays, restrictions imposed by Federal or State law or regulations, Seller's inability to secure raw materials or other caused beyond Seller's control. In the event, Seller is unable to fulfill its total commitment, Buyer shall accept deliveries as and when allocated by Seller.

CHANGES AND CANCELLATION

In the event Buyer changes specifications and/or scheduled release dates while work is in progress, Seller shall make every effort to accommodate Buyer. However, it will be necessary for Seller to charge Buyer for any services, labor, materials or storage costs incurred as a result of such changes. Except as provided in paragraph one (1), an order placed by Buyer and accepted by Seller shall not be cancelled by Buyer without Seller's written consent. Any cancellation for custom specifications Buyer shall indemnify Seller against loss including unamortized cost of all materials, special tooling and equipment. Any and all catalog standard stock orders (products) may not be cancelled within thirty (30) days of the shipping date set forth in Seller's acknowledgement. Seller reserves right to assess a service charge of fifteen (15%) percent of original price for cancellation of catalog standard stock products unless notified in writing by Buyer thirty (30) days prior to scheduled date of shipment.

RETURNED GOODS

Except as provided in paragraph (7), goods shall not be returned to Seller without first obtaining its written consent via issuance of a Return Goods Authorization (RGA#). Only goods currently being manufactured by Seller and sold to Buyers within one hundred eighty (180) days from the date of the invoice shall be considered for return Goods accepted for credit (received in saleable condition) shall be subject to minimum service charge of fifteen (15%) percent of the original purchase price. All transportation charges and risks of loss shall be borne by Buyer. Goods custom manufactured for Buyer's specifications or discontinued products shall not be accepted for credit under any circumstances. Returns authorized by Seller that are not completed and returned by Buyer within thirty (30) days of issuance of the authorization will be deemed null and void. Products returned without prior written permission will be refused.

OVER/UNDER SHIPMENTS, NO OBLIGATION TO STOCK PARTS

Seller reserves the right to over or under ship any release by ten percent (10%) or less. Any shortage in shipments must be noted on the bill of lading or receiving documents when products are signed for and received by Buyer and reported to Seller within ten (10) days after receipt of shipment. No credits will be issued or deductions allowed for shortage products upon signing "complete" on the deliver receipt. Concealed shortages or hidden damage val, claims after this date will not be honored. Proof of deliver must be requested within ten (10) days from invoice date. Buyer to file a claim against a container shipment, any claims dated after the specified period will not be honored or recognized as legitimate by Seller. Seller also reserves the right to discontinue or modify any line or type of product at any time without liability except to refund any sums already paid by Buyer for the undelivered portion of the products. SELLER SHALL HAVE NO OBLIGATION TO STOCK OR SUPPLY REPLACEMENTS OR PARTS FOR THE PRODUCTS IT SELLS.

WARRANTIES AND DISCLAIMERS

Seller warrants its products described on the face of the order to be free from defects in materials and workmanship at the time of their delivery. Seller's liability and Buyer's remedy are limited, at Seller's option to the replacement of defective goods at the F.O.B. point or repayment of the purchase price. Replacement of defective goods or repayment of the purchase price will be made upon Seller's receipt of the Buyer's written notice that the goods are defective, and upon Seller's inspection of the goods, buyer shall return defective goods and Seller shall bear the cost of the shipping only after Seller has sent Buyer definite shipping instructions. Claims under this warranty must be made within one hundred twenty (120) days from date of invoice. Warranty returns require a Return Merchandise Authorization number (RMA#) prior to shipping. These are issued by our Customer Care Group. Authorized credit will be issued once a review of the returned parts has been completed and approved. With regards to products manufactured, packaged, or labeled in accordance with Buyer's designs or specifications, Buyer will save harmless and indemnify Seller from and against any judgment, claim, cause of action, loss or other expense, including legal fees and expenses, incurred or otherwise arising out of the actual, or alleged infringement of any patent, trade name, or suit in the nature of unfair competition. Marastar, LLC MAKES NO WARRANTY EXPRESSED OR IMPLIED INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF WARRANTY, NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIVE OR PROMISES EXCEPT AS STATED HEREIN.

PROPRIETARY RIGHTS

Seller shall retain all rights to technical data and information, technical processes and business methods, whether patentable or not, arising out of or evolving as a result of Seller rendering engineering services to and designing systems and products for Buyer's use. Buyer agrees not to enforce against Seller or customers of Seller any patent rights, the scope of which includes system, process or business method utilizing products or engineering services delivered hereunder by Seller, and which relates to an invention made by or for Buyer on date subsequent to the date of Seller's first submission of a sale to Buyer. Buyer shall not disclose such documents (e.g. specifications, drawings, plans, notes, engineering notices or technical data, etc.) to any party unless duly authorized by Seller. Upon Seller's request, Buyer shall promptly return to Seller all such documents and copies thereof.

ASSIGNMENT AND GOVERNING LAW

Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other except that Seller shall have the rights to assign to any of its affiliates, or to any corporation into which it is merged, consolidated or by which all substantially all of its assets are acquired. The agreement of which these Terms are a part shall be construed and enforced according to the domestic substantive laws of the state from with the products being sold to Buyer hereunder are to be delivered by Seller to the carrier for shipment to Buyer, without giving effect to any choice or conflict of laws provision or rule that would cause the application of domestic substantive laws of any other state. If any provision of these Terms is declared unlawful or invalid, the remaining provisions shall nevertheless continue in full force and effect.

GENERAL

The failure on Seller's part to insist upon a strict performance of any of the terms and conditions herein shall not be deemed to be a waiver of such terms or conditions or of any right or remedies which Seller may have in demanding strict performance of all the terms and conditions herein contained. Remedies herein reserved to seller shall be cumulative and additional to any other or further remedies by law. The taking of any action by Seller shall not be deemed to be a matter of convenience and are for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provision thereof.