8. FREIGHT AND TAXES. All prices quoted to Buyer are exclusive of all sales, use, value-added and similar taxes (collectively, "Sales Taxes"); and all such Sales Taxes are the responsibility and for the account of Buyer. If Seller is required to collect Sales Taxes from Buyer, then Buyer agrees to pay such Sales Taxes concurrently with the payment of the purchase price. Any increase in the state, local or provincial sales or use taxes, or any increase in the rate of or addition to the sales or use tax, or the imposition of any new sales or use tax, applicable to the sale of goods or any material made therefrom, whether the increase is authorized directly by the taxing authority or pursuant to a rule, regulation, or amendment promulgated thereunder, will result in an increase of the purchase price of the goods in respect to which such cause arises or, at Seller's option, in the addition of such tax to the purchase price. If Seller determines that its ability to supply the total demand for the good specified by Buyer for more than thirty (30) days beyond Seller's acknowledged shipment date, the availability date requested by Buyer, or Buyer's release date, whichever occurs first, then Buyer shall pay Seller awarage charge equal to five percent (5%) of the price of such goods for each month, or portion thereof, beyond such 30-day period. Additionally, after sixty (60) days, Buyer will be invoiced for all goods remaining in inventory and at the end of one hundred eighty (180) days, any such goods remaining in inventory shall be shipped to the destination specified by Buyer or if no destination is so specified, Seller may cancel all subsequent deliveries under this contract and destroy such goods without thereby restricting, limiting or waiving any of Seller's other remedies at law or equity.

9. LOSS IN TRANSIT. Shipment terms shall be F.O.B. Seller’s plant. Title and risk of breakage, loss or delay in the delivery of goods shall pass to Buyer upon delivery of the goods to a carrier for shipment to Buyer.

10. PRICES AND PACKING. The prices, point of delivery, terms of payment and packing instructions for each shipment of goods shall be in accordance with Seller's schedules and instructions for such goods in effect at the time of each such shipment. Such schedules and instructions may be revised from time to time by Seller. If Seller desires to revise the applicable price, point of delivery or terms of payment for the goods hereunder prior to the shipment date, but it is restricted to any extent against so doing by reason of any governmental law, regulation, order or price, or the point of delivery, or terms of payment in effect under this contract are altered by reason of any governmental law, regulation, order or action, Seller shall have the right to (a) terminate this contract by written notice to Buyer, (b) suspend deliveries for the duration of such restriction or alteration, and (c) apply to this contract (as of the effective date of such restriction or alteration) any price, point of delivery, service terms or terms of payment governmentally acceptable. Any delivery suspended under this section shall be canceled without liability, but this contract shall otherwise remain unaffected.

11. FAIR LABOR STANDARDS ACT. Subject to Section 6 and unless otherwise provided herein, the goods shall be produced in compliance with the requirements of the U.S. Fair Labor Standards Act of 1938, as amended (to the extent such act is applicable).