

Terms and Conditions of Sale

Shipment Terms – Goods covered by this contract are sold F.O.B. shipping point (unless otherwise indicated), and seller's placement of such goods in the possession of a trucking company or other common carrier at the shipping point specified on the face hereof shall constitute delivery to buyer and risks of loss or damage in transit shall be borne by buyer; provided, however, all goods delivered shall remain the property of seller until such time as all claims, including any balances, which seller may have against buyer for any reason whatsoever have been satisfied. If such retention of title would be void under the laws enforced at the place where the goods are located, any collateral security which corresponds to such retention of title under the laws enforced at such place shall be deemed to have been agreed upon between seller and buyer. If any action on the part of buyer is required to affect such collateral security, buyer shall be obligated to take all measures necessary to effect and preserve the same. Excess shipping and/or transportation changes resulting from compliance with buyer's request with respect to the use of any agency or method of transportation or any routing other than that which would otherwise have been designated by seller shall be paid by buyer.

Quotations – Stenographic and clerical errors are subject to correction. Orders/contracts are subject to acceptance at seller's home office.

Credit – Accounts will be opened only on approved credit. Seller reserves the right to decline delivery, except for cash, at any time if buyer's financial condition does not, in seller's judgment, justify continuance of shipment of product under the terms of payment originally specified.

Quantities – Buyer agrees to accept over/under runs not to exceed 10% of ordered quantity on each line item. Closer control of quantity requires special arrangements with vendor.

Cancellations – Orders may be cancelled or deliveries deferred only upon condition that the buyer assumes immediate liability and makes payment for all work completed and in process. Such charges shall include raw material, unamortized tooling, engineering, handling, overhead, and production costs. Such charges to be determined at time of cancellation or deferment.

Delivery/Shipments - Seller shall not be liable for damages for default or delay in production or delivery for causes beyond its control including, without limitation, an accident to or breakdown of equipment, labor disputes, embargoes, acts of God, supplier delays, government restrictions, riot or carrier delays. Bulk packaging is standard. Buyer shall bear the expense of all other packaging.

Taxes – All sale and/or use taxes and Custom duties imposed by federal, state, county, and/or municipal authority upon seller's transfer and delivery of merchandise hereunder shall be paid by the buyer.

Samples – If requested, seller will submit samples for approval when commencing production upon any order. It is understood seller's machines are to be run immediately. Any changes in original specifications will be made only at buyer's direction and expense.

Claims – Buyer shall fully inspect the goods upon receipt. Within ten days after buyer's receipt of the goods, buyer shall give written notice to seller of any claim that the goods are defective in any manner. In such written notice, buyer shall specify in detail the basis for all claims against seller. The costs and expense of such inspection shall be borne solely and exclusively by buyer. If buyer fails either to inspect the goods or to send seller written notice of all claims within ten days after receipt, buyer shall be conclusively deemed to have waived any claims against seller based upon, arising out of, or related to any defect that was ascertainable upon adequate inspection of the goods. In all claims for shortages, buyer must notify seller with 10 days of receipt of shipment. Charges for repair or inspection of parts by buyer, without prior authorization, shall not be honored. Claims will not be honored on those parts further processed by or for buyer resulting in change of dimensions or characteristics from parts ordered.

Tools, Dies – Tools, dies, gages, fixtures, are an integral part of the manufacturing process and include in engineering charges. As proprietary property of seller, payment by the buyer, whether separately quoted or not, conveys neither ownership or the right of removal from the seller's plant.

Patents – The products hereunder are manufactured in accordance with the buyer’s specifications and design. Accordingly, buyer shall defend, indemnify, and hold harmless seller, its officers, employees, and agents from and against any and all damages, losses, expenses, costs, (including, without limitation, attorney’s fees), claims, suits, actions, judgments, or other liability, including, without limitation, product liability, copyright, patent, and trademark, which may at any time be imposed upon, incurred by, or asserted by any party against seller arising out of or in any way related to the products.

Warranty – Seller warrants that goods manufactured by seller will conform to the drawings and specifications furnished by buyer. Where products are used and combined with other equipment or components not furnished by seller, buyer agrees to indemnify seller for all claims and expenses resulting from the use or incorporation into buyer’s products.

THE WARRANTY STATED IN THIS PARAGRAPH IS IN LIEU OF, AND BUYER HERBY WAIVES, ALL OTHER REMEDIES, WARRANTIES, GUARANTIES, OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, ANY IMPLIED OR EXPRESS WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER LIABILITY, EITHER IN CONTRACT OR TORT AND CONSEQUENTIAL DAMAGES. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY SELLER AND BUYER. THE WARRANTY PROVIDED IN THIS PARAGRAPH SHALL EXTEND TO THE FIRST BUYER OF SUCH GOODS FROM SELLER AND SHALL NOT BE ASSIGNED OR TRANSFERRED.

Limited Liability – The seller’s liability arising out of or relating to the sale or supplying of the goods hereunder whether arising under warranty, contract, tort (including negligence), strict liability or otherwise, shall not in any case exceed the cost of correcting alleged defects in the goods or the replacement cost of such goods F.O.B. seller’s plant or such point as seller may designate, provided that written notice of such defect is received by seller from buyer within six months from the date of shipment by seller. Any claim not made within such six month period shall be conclusively deemed waived by Buyer; provided, however, notwithstanding the notice requirement contained in the

preceding sentence, if buyer failed to inspect the goods or to send seller written notice of all claims within ten days of receipt of goods, as set forth in the preceding subsection,

buyer shall be conclusively deemed to have waived any claim against seller based upon, arising out of, or related to any defect that was ascertainable upon adequate inspection of the goods. No goods are to be returned to seller without its written authorization. Seller shall not be liable for any expense incurred by the buyer in order to remedy any defect in its goods. Title to all goods that have been replaced shall thereafter vest in seller, where buyer had previously acquired title pursuant to the provisions hereof. Seller shall not be liable for incidental or exemplary consequential damages, whether the claim is based on warranty, contract, tort (including negligence), strict liability or otherwise. Seller makes no representations or warranties with respect to the goods sold by buyer and disclaims any liability arising out of the sale of the goods by the buyer.

Entire Agreement – The terms and conditions hereof, together with the provisions on the face hereof with respect to description, quantity and price of goods ordered and delivery terms, shall constitute the entire contract between buyer and seller, and any representations, and course of prior dealings, promise or condition in connection herewith or usage of the trade not incorporated herein, shall not be binding on seller. No waiver, alteration or modification of any of the provisions hereof shall be binding, unless in writing and signed by a specifically authorized representative of seller. Unless buyer shall notify the seller in writing to the contrary by return mail within ten days after receipt of seller’s terms and conditions of sale, the sale by seller of the goods covered hereby shall be conclusively deemed to be subject to the terms and conditions hereof. **ANY ATTEMPTED ACKNOWLEDGMENT OF THIS SALE BY A PURCHASE ORDER OR OTHER DOCUMENT CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE CONDITIONS CONTAINED HEREIN SHALL NOT BE BINDING UPON SELLER AND SELLER HEREBY EXPRESSLY OBJECTS TO AND HEREBY EXPRESSLY REJECTS THE SAME.**

Governing Law – This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio. The parties hereto submit to the personal jurisdiction of the state and federal courts located in Lorain County, Ohio.