

## GENERAL TERMS AND CONDITIONS OF SALE

### Article 1: ACCEPTANCE AND AGREEMENT

The terms and conditions contained herein apply to all negotiations, quotations, orders, acceptances, sales and deliveries. No other terms, conditions or understandings, oral or written, in any way purporting to vary these terms and conditions, whether contained in Buyer's forms or elsewhere, shall be binding on Seller unless executed in written form and signed by an officer of Seller. Seller's offer to sell is expressly limited to the terms and conditions stated herein. Acceptance by Buyer of partial or complete services and/or shipment of goods purchased from Seller shall be an acceptance by Buyers of these terms and conditions. All orders are subject to the final approval of Seller's credit department, and no contact is formed prior to such approval. This agreement was formed in Ohio and shall be construed in accordance with and governed by the laws of the State of Ohio. Buyer hereby consents to exclusive jurisdiction in the courts of the State of Ohio and the United States District Court for the Northern District of Ohio for purposes of any suit, action, or other proceeding arising out of this transaction.

### Article 2: QUOTATIONS, PRICES, AND TERMS OF PAYMENT

Unless otherwise stated, written quotations automatically expire thirty (30) calendar days from the date issued and are subject to termination within that period upon notice. All prices are F.O.B. Seller's facilities unless otherwise quoted or announced, and are net of all taxes, and other governmental charges. Stenographic and clerical errors are subject to correction. All price lists and discount schedules are subject to change without notice. Orders resulting from quotations become contracts only upon issuance of Seller's formal acknowledgement. Payment for each invoice shall be made in accordance with the terms of payment specified on the face of the quotation, or, if no terms are stated thereon, the net amount of the invoice shall be paid in full within thirty (30) days of the date of invoice, unless otherwise specified in writing. If any order is to be delivered in installments, pro rata payments shall become due as each shipment is made. If Buyer becomes insolvent, ceases to do business, becomes the subject of voluntary or involuntary bankruptcy or insolvency proceedings, or in the option of Seller, the financial condition of Buyers at any time does not justify continuance of production or shipment on the terms of payment specified, Seller retains the right to require full or partial payments in advance of shipment, or to make any other changes in credit terms in may deem appropriate, including, but not limited to, the imposition of interest charges on past due payments. Unless otherwise agreed in writing, export orders shall be accompanied by a confirmed irrevocable letter of credit for the account of Seller with an accredited United States bank, in a form acceptable to Seller, subject to its draft, with shipping documents attached, payable in United States fund, at par.

### Article 3: TAXES

Seller's prices do not include federal, state, or local taxes, duties or government charges of any kind which may be applicable to the sale, use, transportation, or any other disposition of the goods. Consequently, in addition to the prices specified in the quotation and/or the invoice, the amount(s) of any present or future taxes, duties or other governmental charges shall be paid by Buyer, or in lieu thereof Buyer shall provide Seller with a tax exemption certificate acceptable to the relevant taxing authority. In the event that Seller is required by law to pay any such taxes, duties or governmental charges, or for any reason makes such payment, Buyer shall immediately upon notification of such payment(s) by Seller, reimburse Seller for the total amount of such payment(s).

### Article 4: TITLE AND SECURITY INTEREST

Notwithstanding the manner or degree of its annexation to realty, all goods sold hereunder shall be at all times be personal property. Buyer hereby grants to Seller a security interest in the goods to secure the payment of the purchase price and the performance of all Buyer's obligations regarding purchase of the goods. Upon request of Seller, Buyer hereby agrees to execute any and all documents, including security agreements and/or financing statements which may be necessary in order for Seller to perfect and maintain a security interest in and to the said goods under applicable provisions of the Ohio Uniform Commercial Code or the Uniform Commercial Code of any other applicable jurisdiction, until the price of the equipment is fully paid.

### Article 5: RISK OF LOSS

Risk of loss of, damage to, or destruction of the goods passes to Buyer upon delivery of the goods to a common carrier for delivery to Buyer, or at the time the goods are put into storage pursuant to a request by Buyer or pursuant to Paragraph 8 below.

### Article 6: CANCELLATION

Any order placed with and accepted by Seller may be cancelled only with its written consent, signed by an officer of Seller and upon terms that will indemnify Seller against all losses incurred thereby.

### Article 7: DELIVERY

All shipping dates are approximate and are based upon receipt by Seller of all necessary specifications and other information from Buyer in a timely manner. Seller shall have no liability whatsoever for any delay in the delivery or shipment of all or any part of the goods or for any damages suffered by Buyer by reason of such delay if such delay is directly or indirectly caused by or in any manner arises from any cause beyond Seller's reasonable control, including, but not limited to acts of God, acts of the Buyer, failure of the Buyer to provide necessary specifications or other information, acts of civil or military authority, priorities or allocations established by governmental authority or by suppliers, governmental regulations, fires, strikes, and other concerted acts of workers, floods, epidemics, or quarantine restrictions, war, riots, or other civil disturbances delays in or lack of transportation, inability to obtain necessary labor, materials, or manufacturing facilities. In the event of any such delay, the date of shipment shall be deferred for a period of time lost by reason of such delay. If shipment or any other act or condition affecting payment for the goods, or any part thereof, shall be delayed by reason of any act(s) or failure(s) to act on the part of the Buyer, payment therefore shall become due as if shipment had been made at the time specified.

### Article 8: STORAGE OF GOODS

If manufacture or delivery of the goods or any part thereof is delayed by an act(s) or failure(s) to act by Buyer, or by any cause which affects Buyer's ability to receive the goods or any part thereof, such goods may be put into storage by Seller for Buyer's account and risk, at Buyer's expense. Seller will have no responsibility or liability for defects in the condition of, or damage to, goods placed in storage pursuant to this paragraph or pursuant to a request by Buyer caused by such storage.

### Article 9: TRANSPORTATION

All shipments are made at Buyer's risk. The method and route of shipment shall be at the discretion of Seller, unless the Buyer provides specific written instructions. Although non-delivery, loss or damage in transit are Buyer's risk. Seller will assist Buyer in establishing claims against carriers, provided that Buyer notify Seller in writing of such non-delivery, loss or damage within thirty (30) days after receipt by Buyer of applicable invoices.

### Article 10: SAFETY STANDARDS AND SAFETY INSTRUCTIONS

Buyer warrants that the goods will be used in accordance with all applicable federal, state, and local laws, regulations and interpretations regarding use of the goods, and all safety instructions. Buyer covenants and warrants that if Buyer modifies the goods, all such modifications will be in full compliance with all regulations promulgated under the Occupational Safety and Health Act, and all similar federal and state laws and regulations, and Buyer further indemnifies and holds and saves Seller harmless against any and all loss, damage, liability, costs, and expenses (including attorney's fees) from any suit, claim, judgement, or demand involving any violation or alleged violation of any such law or regulation caused by Buyer's modification of the goods.

### Article 11: FAIR LABOR STANDARDS ACT

Seller certifies that all goods sold hereunder have been produced in conformity with all applicable provisions of the Fair Labor Standards Act of 1938 as amended.

### Article 12: WARRANTY

Seller warrants that all goods and components manufactured by Seller will be free from all defects in material or workmanship for a period of twelve months from the date of shipment from Seller's facility. If within such period, any of such goods or components are found to be defective in material or workmanship, Seller shall, at its sole option, repair, replace, or refund the purchase price of such defective or nonconforming goods. Seller will have no obligation under this warranty unless and until, and upon the express condition that, Buyer notify Seller in reasonable detail of patent defects within thirty (30) days after Buyer's receipt of the goods, tender the defective goods to Seller, and upon receipt of instructions by Seller, return defective goods to Seller's facility or make the defective goods available for inspection by Seller at a mutually convenient location, whichever may be requested by Seller in its instructions. Seller has no obligation under this warranty with regard to any goods or components that have been repaired, altered, or modified without the express prior written consent of Seller, nor does Seller have an obligation under this warranty as to goods or components that have been subject to misuse, accident, neglect, or improperly stored or maintained. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY THAT THE GOODS OR COMPONENTS ARE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE.

Seller will request the manufacturer or distributor of any goods or components not manufactured by it to extend the original manufacturer's warranty to the Buyer. To the extent that such warranty(ies) can be transferred to Buyer, Seller hereby transfers such warranty(ies). Seller itself makes NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING GOODS OR COMPONENTS NOT MANUFACTURED BY SELLER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES THAT THE GOODS OR COMPONENTS ARE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE. In the event that any goods or components not manufactured by Seller are found to be defective, Buyer must promptly notify Seller in writing of such defect, and take all steps required by Seller and/or the manufacturer to obtain the benefit of such warranty(ies).

### Article 13: LIMITATION OF SELLER'S LIABILITIES

IN NO EVENT WILL SELLER BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM ANY DEFECT OR NONCONFORMITY IN OR USE OF ANY OF THE GOODS OR COMPONENTS THEREOF SOLD HEREUNDER, NOR FOR ANY OTHER BREACH OF, OR DEFAULT IN PERFORMANCE OF, ANY OF SELLER'S AGREEMENTS OR UNDERSTANDINGS HEREUNDER.

### Article 14: SPECIFICATIONS AND PERFORMANCE

NO EXPRESS OR IMPLIED WARRANTIES OF PERFORMANCE OR PRODUCTION RATE regarding the goods. In the event that Buyer requests changes in specifications after the additional order, Seller may adjust the purchase price and delivery schedules accordingly, and MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY, THAT THE GOODS ARE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE, regarding the components substituted by reason of such changes in specifications, or with regard to any other changes in specifications, unless and to the extent that Seller specifically warrants such components or changes in writing. Seller shall not be liable for any damages incurred as a result of improper installation, including, but not limited to, failure by Buyer to follow specific installation neglect or improper maintenance by Buyer. Buyer agrees to use the goods in an appropriate manner, solely for the purposes for which they were designed, and indemnifies and holds and saves Seller harmless against all loss, damage, liability, costs, and expenses (including attorney's fees) from any suit, claim, judgement, or demand involving any personal injury or property damage caused by Buyer's misuse, abuse, neglect, or improper maintenance of the equipment.

### Article 15: SPECIAL CONDITIONS APPLYING TO REPAIR WORK

In the event that this contract is, in whole or part, for the repair of any equipment, whether or not such equipment was originally manufactured by Seller, the following special conditions apply:

- Notwithstanding any other term or condition of this agreement, the warranty contained in Paragraph 12 above, shall apply only to new replacement parts manufactured by Seller which are incorporated into the equipment, and the extension of warranties set forth in Paragraph 12 above, shall apply only to new replacement parts not manufactured by Seller which are incorporated into the equipment pursuant to such repair work. Seller makes no warranty with regard to any other part of the equipment, nor to the performance or production of the equipment as a whole. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY THAT THE REPAIR EQUIPMENT IS MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE.
- All parts used will be new, unless Buyer specifically requests that reconditioned parts be used. There is NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY THAT RECONDITIONED PARTS ARE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE.
- With regard to any equipment, components, or replacement parts not originally manufactured by Seller, and with regard to all reconditioned parts, Buyer indemnifies and holds and saves harmless the Seller against any and all loss, damage, liability, costs, and expenses (including attorney's fees) from any suit, claim, judgement, or demand with regard to any personal injury or property damage involving such equipment, components, replacement parts, or reconditioned parts.
- Except to the extent expressly modified by this section, all other terms and conditions of this contract will apply to contracts for repair.

### Article 16: PATENT INFRINGEMENT INDEMNIFICATION

Seller's prices do not include federal, state, or local taxes, duties or government charges of any kind which may be applicable to the sale, use, transportation, or any other disposition of the goods. Consequently, in addition to the prices specified in the quotation and/or the invoice, the amount(s) of any present or future taxes, duties or other governmental charges shall be paid by Buyer, or in lieu thereof Buyer shall provide Seller with a tax exemption certificate acceptable to the relevant taxing authority. In the event that Seller is required by law to pay any such taxes, duties or governmental charges, or for any reason makes such payment, Buyer shall immediately upon notification of such payment(s) by Seller, reimburse Seller for the total amount of such payment(s).

### Article 17: GENERAL PROVISIONS

No waiver by Seller or any default by Buyer hereunder is waiver of any other or subsequent default. Unless otherwise stated by Seller, all payments must be made in United States dollars. If, in Seller's opinion Buyer at any time is or may become unable or unwilling to meet the terms and conditions of this agreement, Seller may require satisfactory assurances as a condition to commencing or continuing manufacture or shipment of the goods. Interest at the rate of 18% per annum will be charged at the maximum rate permissible under applicable law.