ENTIRE AGREEMENT
The parties agree that there are no understandings, agreements or representa-
tions, express or implied, not specified herein, respecting this offer or sale, and
that this instrument contains the entire agreement between Seller and Buyer.
No prior waiver, course of prior dealing or usage of the trade shall be relevant to
supplement or to explain terms used in this agreement.

CONTROLLING TERMS
All sales are expressly limited to, and the rights and liabilities of the parties shall
be governed exclusively by, the terms and conditions herein. In the event any
purchase order or offer from Buyer states terms additional to or different from
those set forth herein, this document shall be deemed a notice of objection to
such additional or different terms and a rejection thereof. Any acknowledgment
or shipment of product by Seller to Buyer subsequent to Seller’s receipt of a pur-
chase order or offer from Buyer shall not be deemed to be an acceptance by
Seller of an offer to contract on the basis of any Buyer’s terms and conditions.
Receipt and acceptance by Buyer of products shall be conclusive evidence of
Buyer’s acceptance of the terms and conditions set forth herein as the sole con-
trolling terms and conditions of the contract between Seller and Buyer.

ACCEPTANCE OF ORDERS
Seller possesses the exclusive right to accept or refuse any and all orders. No
bid, offer, or quotation shall be valid or binding upon Seller, and no order shall
be accepted and no sale shall be final, until such bid, offer, quotation, order or
sale shall be acknowledged in writing by Seller. See price pages for minimum
order amount.

PRICES
All prices are subject to change without notice and shall be adjusted to the
Seller’s prices in effect at the date of shipment. Prices reflect standard pack-
aging for domestic shipment only. All prices are in U.S. Dollars. All tooling and
equipment Seller produces or acquires for purposes of filling this order shall
remain property of Seller. All intellectual property associated with the products
shall remain the sole property of Seller.

DELIVERY
Delivery dates are estimates and not a guaranty of a particular day of delivery
and are based on the prompt receipt of all necessary information from the Buyer.
Seller shall not be liable for failure or delay in shipping goods hereunder if such
failure or delay is due to an act of God, fire, flood, war, labor difficulties, acci-
dent, strikes, lockouts, civil disorders, governmental priorities or embargoes, inability
to or difficulty in obtaining raw materials or supplies at customary terms and prices
or any other causes or failure of proximate conditions of any kind whatsoever
which are either beyond the reasonable control of the Seller or which would
make impracticable the fulfillment of Seller’s obligations hereunder. Buyer shall
not refuse to accept deliveries so delayed. Seller shall be compensated for any
and all extra costs and expenses occasioned by delays attributable to Buyer.

TRANSPORTATION AND RISK OF LOSS
All shipments are freight collect unless eligible for a freight allowance expressly
set forth in current price sheets or on the face hereof. Seller reserves the right
to select the method and type of transportation. If a method of transportation
other than that selected by Seller is requested by Buyer, excess packing, shipp-
ing and transportation charges resulting from compliance with Buyer’s request
shall be for the Buyer’s account. All shipments are F.O.B. point of shipment and
risk of loss shall pass to Buyer after products are delivered to carrier. Claims for
damage or loss in transit must be filed by Buyer against the carrier.

CANCELLATION OR MODIFICATION
Buyer may not cancel or modify any order, either in whole or in part, without
Seller’s prior written consent and then only upon payment to Seller for all appli-
ciable costs incurred by Seller, including without limitation, costs of materials,
labor, equipment and supplies, and for lost profits on cancelled or modified orders.
Order changes or additions received after original order has been processed will
be treated as a new order.

TAXES
Any taxes which Seller may be required to pay or collect with respect to the sale,
delivery or storage of the products, including taxes upon or measured by the
receipts from the sales thereof, shall be for the account of Buyer who shall
promptly pay the amount thereof to Seller upon demand, or in lieu thereof, fur-
nish Seller with a tax exemption certificate acceptable to the taxing authorities,

WARRANTY AND DISCLAIMER
Seller warrants that its products shall be free from defects in material and work-
manship under normal use and service for a period of 12 months from date of
shipment. On equipment and materials furnished by Seller but manufactured by
others, Buyer shall accept in lieu of any liability or guarantees on the part of
Seller, the benefits of guarantees as are obtained by Seller from such manufactu-
urers or vendors. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR
FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY,
EXPRESS OR IMPLIED, EXCEPT AS IS EXPRESSLY SET FORTH HERIN.
Failure by Buyer to object to or reject products or materials delivered hereunder,
in writing within 30 days from the date of shipment of the products or materials,
shall constitute an acceptance and waiver by Buyer of all claims hereunder on
account of alleged errors, shortages, defective workmanship or material, breach
of warranty or otherwise, discoverable upon inspection by Buyer.

LIMITATION OF LIABILITY
Buyer’s exclusive remedy on any claim of any kind for any loss or damage aris-
ing out of, connected with, or resulting from this contract, or from the perfor-
man ce or breach thereof, or from the design, manufacture, sale, delivery, resale,
or any use of any products covered by or furnished under the contract,
including but not limited to any claim for breach of warranty, negligence, strict li-
bility or other tort, shall be the repair or replacement, F.O.B. Seller’s factory, as
Seller may elect, of the product or part thereof giving rise to such claim, except
that Seller’s liability for such repair or replacement shall not exceed the con-
tract price allocable to the product or part thereof which give rise to the claim.
SELLER SHALL, IN NO EVENT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL
OR CONSEQUENTIAL DAMAGES.

RETURN OF MATERIAL
Seller’s permission must be obtained in writing before any products are returned
to it by Buyer. If products are returned without such permission, Buyer author-
izes Seller, in addition to such other remedies as it may have, to hold the
returned products at Buyer’s sole risk and expense. All returns must be freight
prepaid by Buyer. Seller will in no event accept the return of any product that
upon return is in the opinion of Seller altered, damaged, used, or in other than
first class salable condition.

INDEMNITY
Buyer agrees to indemnify, defend and hold harmless Seller from any claims,
loss or damages arising out of or related to Seller’s compliance with Buyer’s
designs, specifications or instructions in the furnishing of products to Buyer,
whether based on infringement of patents, copyrights, trademarks or other rights
of others, breach of warranty, negligence, strict liability or other tort.

PAYMENT
All invoices are due net 30 days from date of invoice unless otherwise specified
by Seller. If at any time Seller deems itself insecure from any cause whatso-
ever, including but not limited to adverse changes in Buyer’s financial condition or
impayment of Buyer’s credit, Seller may in its sole discretion stop delivery of
products, require advance payment for goods, and/or declare immediately due all
debts owed to Seller including amounts due hereunder. Payments not made when due shall bear interest at the prime rate plus 5% per annum or, if
lower, the highest rate legally permissible, until paid. Credit balances will be
applied against future purchases only and must be claimed within one year of
creation or are voided.

GOVERNING LAW AND ARBITRATION
Any dealings or contract between the parties shall be governed by and con-
structed in accordance with the laws of the State of Ohio, excluding its choice of law
provisions. Buyer and Seller agree that any action, suit or proceeding arising
hereunder or related hereto may be brought in any state or federal court of com-
petent jurisdiction sitting in the State of Ohio and each party submits to the juris-
diction of such courts. Either Buyer or Seller may elect to have any controversy
arising under or in any way related to the subject matter hereof decided by arbi-
tration by a single disinterested arbitrator in Columbus, Ohio, in accordance
with the commercial rules of the American Arbitration Association then
obtaining. The fee for the arbitrator shall be shared equally by the parties. Each
party shall bear its own costs and expenses, including attorneys fees.

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