



SELLER'S ACCEPTANCE OF BUYER'S ORDER IS CONDITIONED UPON BUYER'S ASSENT TO THE FOLLOWING PROVISIONS. **IF ANY SUCH PROVISION IS NOT ACCEPTABLE, BUYER SHOULD NOT PLACE ORDER WITH SELLER.** OTHERWISE BUYER WILL BE DEEMED TO ACCEPT AND ASSENT TO THESE AND ALL OTHER PROVISIONS THAT MAY APPEAR ON SELLER'S QUOTATION AND ORDER ACKNOWLEDGEMENT (CONFIRMATION) TO BUYER. PAYMENT TERMS ARE IRREVOCABLE LETTERS OF CREDIT, FCA/EXW: Willoughby, OHIO USA OR AS OTHERWISE ACKNOWLEDGED (CONFIRMED) BY SELLER. A SERVICE CHARGE OF 2.0% PER MONTH, 24% PER ANNUM, (BUT NOT TO EXCEED THE PERMITTED RATE ALLOWED BY APPLICABLE LAW) WILL BE ADDED TO INVOICE AMOUNT NOT PAID WITHIN SELLER'S TERMS PLUS ANY AND ALL COSTS FOR COLLECTION THEREOF.

1. **END USE:** SELLER shall have no responsibility in connection with determining the suitability of the Product purchased for the use contemplated by BUYER. Such determination is the sole responsibility of the BUYER and BUYER assumes all risk and liability for loss, damage, personal injury or injury to property out of the use or possession of the Product purchased under this Agreement.
2. **WARRANTY DISCLAIMER:** SELLER disclaims all warranties, expressed or implied, including any warranties or merchantability and fitness for a particular purpose. In no event shall SELLER be liable for incidental or consequential damages to BUYER or any Third Party, including, without limitation, loss of property, personal injury, loss of business or profits or other economic losses, or statutory or exemplary damages, whether in negligence, warranty, strict liability or otherwise. SELLER neither assumes nor authorizes any person(s) to assume for it any obligations or liabilities in connection with the sale or use of the Product. The foregoing provisions are a complete and exclusive statement between the BUYER and SELLER.
3. **LIMITATION OF LIABILITY:** SELLER's liability (whether for breach of contract or warranty, negligence, tort or strict liability) for its Product shall be exclusively limited to repairing or replacing the Product found by BUYER (and confirmed by SELLER) to be defective, or at SELLER's option, to refunding the purchase price of such Product. Written permission must be secured from SELLER before any Product may be returned for inspection, credit or refund. Product will not be accepted if it is shipped to SELLER's facility without proper written authorization for its return. In no event shall SELLER's liability exceed the purchase price for the Product.
4. **LIMITATION OF ACTION:** Any action by BUYER for breach of contract on the part of the SELLER must be commenced within one (1) year after the shipment of the product sold under this Agreement.
5. **PATENT INFRINGEMENT:** BUYER agrees to defend and indemnify SELLER against any claims or liabilities for, or by reason of, the infringement of any United States Patent or Foreign Patent arising from the manufacture or sale of any Product in accordance with specifications furnished by BUYER. SELLER makes no representation or warranty that the manufacture, sale, delivery or use of the Product ordered and or sold shall be free of the claim of any Third Party by way of infringement of any United States Patent or Foreign Patent.
6. **PRICE:** All prices are EXW/FCA SELLER's facility, unless otherwise specifically set forth in SELLER's Quotation and Order Acknowledgement (Confirmation) or other written document to BUYER. Prices stated are subject to change without notice in the event of changes in specifications, quantities, designs or delivery schedules by BUYER. SELLER's terms of payment are as stated on SELLER's Quotation and Order Acknowledgement (Confirmation) or other written document to BUYER, all of which are subject to credit approval by the SELLER.
7. **PACKAGING:** Prices quoted and or acknowledged (confirmed) are based on SELLER's standard packaging.
8. **TAXES, FEES, LEVIES OR HERETOFOR UNKNOWN CHARGES:** All domestic and foreign taxes such as but not necessarily limited to Sales, Use or similar Tax, Fee, Levy or Charge shall be paid by and remain the sole responsibility of the BUYER. Any other tax, fee, etc., or other government, whether it be domestic or foreign, charge or whatever it may be named or called now or in the future levied upon the manufacture, sale or use of Product ordered and sold shall be paid by and remain the sole responsibility of the BUYER.
9. **TITLE AND RISK OF LOSS:** Title to any Product sold and risk of loss of such Product passes to BUYER upon SELLER's delivery of Product to carrier. Claim for loss or damage shall be made by BUYER directly with carrier.
10. **CANCELLATIONS AND CHANGES:** BUYER's orders to SELLER and acknowledged (confirmed) by SELLER cannot be cancelled or modified or shipment deferred except with SELLER's written consent and subject to conditions then agreed upon which shall indemnify SELLER against liability and expense incurred and commitments made by SELLER and which shall provide for profit on work in process and contract value of Product completed and ready for shipment.
11. **CONTINGENCIES:** SELLER will incur no liability from delay in performance, non-performance or other failure to meet any obligation to BUYER caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, labor troubles, accident, riot, act of terrorism, act of government authority, or acts of God or in the inability to obtain, on terms judged reasonable by SELLER, raw materials (including energy source) used in connection with the Product.
12. **TOOLING:** All tooling (dies, fixtures, gages and or molds) are considered cost of manufacturing and will remain the property of the SELLER unless otherwise agreed to in writing by SELLER.
13. **CONFLICTING PROVISIONS:** The foregoing terms and conditions shall supersede and nullify any conflicting provisions of BUYER's purchase order. Any and all other provisions, terms or conditions that may appear on BUYER's purchase order or other related documents are excluded and shall be of no force and effect.
14. **APPLICABLE LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, USA.
15. **FAIR LABOR STANDARDS ACT:** SELLER hereby certifies that the Product supplied under this Agreement was produced in compliance with the Fair Labor Standards Act as amended, as the ACT relates to the SELLER's operations.