

## STANDARD TERMS AND CONDITIONS OF SALE

**TERMS OF SALE:** 1% discount if paid in ten (10) days, net amount due and payable in thirty (30) days.

**AGREEMENT OF SALE:** Acceptance by Seller of any order placed for goods whether submitted on Buyer's purchase order form or on seller's Sales Order Acknowledgment form, shall be subject to Seller's Standard Terms and Conditions of Sale and is conditioned upon the Buyer's acceptance of these Standard Terms and Conditions.

**TERMS OF CONTRACT:** Any terms or conditions of the buyer's order which are inconsistent with these terms and conditions shall not be binding on the Seller and shall not be considered applicable to the sale or shipment of goods or materials. Unless buyer shall notify Seller in writing to the contrary within ten (10) days after the mailing of the Sales Contract by Seller, acceptance of the terms and conditions hereof by Buyer shall be indicated and, in the absence of such notification, the sale and shipment by Seller of the goods and materials covered hereby shall be conclusively deemed to be subject to the terms and conditions hereof.

**PRICES:** All prices and specifications and applicable discounts are subject to change without notice. Sales contracts which call for delivery in the future will be billed at prices in effect at the time of shipment. Shipping weights shown are approximate and subject to change without notice.

**SHIPMENT AND PAYMENTS:** All prices contained on the Sales Contract are F.O.B. factory in Cleveland, Ohio. No freight is allowed on any shipments. Shipments and deliveries shall at all times be subject to the approval of Seller's Credit Department, and at any time seller may require payment in advance or satisfactory security or guarantee that invoices will be promptly paid when due. If buyer fails to comply with any terms of payment, seller, in addition to its other rights and remedies, but not in limitation thereof, reserves the right to withhold further deliveries or terminate the Agreement, and any unpaid amount thereon shall become due immediately. Terms of payment shall be as set forth on the Sales Contract.

**DELAYS AND DEFAULTS:** Delays or defaults in delivery by Seller of the goods and materials covered by the Sales Contract shall be excused so far as the same is caused by fire, strikes, accident, governmental regulation, or any delays unavoidable or beyond reasonable control of Seller. In no event shall Seller be liable for any consequential, special, or contingent damages on account of any default or delay in delivery.

**NON-CANCELLATION:** Orders are not subject to suspension, reduction, or cancellation, except on terms that will indemnify Seller against loss.

**SPECIFICATIONS:** Seller relies on specifications and other data furnished by the Buyer, an architect, contractor, or consulting engineer in all phases of the work covered by the Sales Contract. Seller shall be responsible to check quantities only. Alterations to or changes in specifications, approval of samples, changes in delivery instructions and all other instructions must be submitted in writing to Seller.

In the event Seller performs design or engineering work at the request of Buyer, an architect, contractor, consulting engineer, or representative in any phase of the work covered by the Sales Contract, Seller shall not be responsible for any damages claimed by Buyer as a result of alleged errors or defects in such design or engineering work.

**WARRANTY AND LIMITATION OF LIABILITY:** Seller warrants that the goods supplied by it have been manufactured in accordance with its standard manufacturing practices and conform to the contract or catalog description set forth in the order. Seller further warrants that the goods supplied by it are fit for the ordinary purpose or purposes specified in its catalog for which such goods are used when installed in accordance with Seller's recommended installation procedures. Except as stated herein, Seller makes no express warranty with respect to goods supplied by it and Seller makes no warranty that the goods are fit for any particular purpose.

When the use of materials not manufactured by Seller is suggested by Seller's recommended installation procedures or otherwise, Seller makes no express warranty with respect to such materials nor that such materials are merchantable or fit for any particular purpose.

Seller will, at its sole option, credit, repair or replace, any goods supplied by it which its examination shall disclose to its satisfaction are defective in workmanship or material and are returned to it within one year from the date of shipment and any claim not made within this period shall conclusively be deemed waived by Buyer. Credit, repair or replacement will be preconditioned upon examination of the goods by Seller, and, if requested by Seller, return of the goods to Seller at its direction and expense. No goods are to be returned to Seller without its written consent. Seller shall not be liable for any expense incurred by Buyer in order to remedy any defect in its goods. Seller shall not be liable for any consequential, special, or contingent damage or expense, arising directly or indirectly from any defect in its goods or from the use of any defective goods. The remedies set forth herein shall constitute the exclusive remedies available to Buyer and are in lieu of all other remedies.

**CLAIMS:** Claims for shortage of goods or for mistakes or errors in billing must be presented within forty-five (45) days from the date of shipment of goods and must state the packing slip number and container number applicable to the claim. Any claim not so presented will be conclusively deemed waived.

**TAXES:** Any federal taxes or other government charges on the sale, shipment, or installation of the goods or equipment covered by the Sales Contract shall be added to the price and paid by Buyer, or, in lieu thereof, the Buyer shall furnish the Seller with tax-exemption certificates acceptable to the taxing authority. The procedure also applies to duty and other similar charges on export sales. Seller is not responsible for sales and/or use tax in any state other than Ohio. The purchase made under this Sales Contract must be exempt or paid directly by Buyer. If Seller is required to pay any such tax, there shall be added to the prices quoted herein all such state and local taxes. Buyer agrees to reimburse and save Seller harmless from all such state and local taxes, including interest and penalties thereon, which may at any time be payable to any state or local government unit with respect to the sale of any goods or materials covered by the Sales Contract.

**CORRECTIONS:** Typographical or clerical errors contained in the Sales Contract, including prices, are subject to correction by the Seller.

**FAIR LABOR STANDARDS:** All goods covered by the Sales Contract have been produced in conformity with all applicable provisions of the Fair Labor Standards Act of 1938 as amended.

**RENEGOTIATION:** Unless advised by Buyer in writing, Seller assumes that Buyer's order and the Sales Contract are not renegotiable under the Renegotiation Act of 1951.

**APPLICABLE LAW:** All questions arising out of the Sales Contract, which shall be deemed an Ohio contract, shall be governed by the laws of the state of Ohio.

**EXCLUSIVE TERMS:** The Sales Contract shall constitute the complete contract between the parties, and no one has authority to depart from the terms and conditions set forth therein, nor to make any representations or arrangements other than those printed thereon whether in the execution or in the performance of the Sales Contract, unless the same are written on the face of the Sales Contract or are given in writing with it or in pursuance of it, and are fully approved in writing by an officer or authorized employee of the Seller.

**LIMITATION FOR SUITS:** Any controversy or claim arising out of or relating to this Sales Contract or the breach thereof, must be commenced within one (1) year after the cause of action accrued.