



CUSTOMER TERMS AND CONDITIONS

PAYMENT: Purchaser agrees to pay the entire balance due as set forth above in the Equipment Purchase Terms, subject to visual inspection and absence of any damage to the equipment from transit. Purchaser agrees to pay to Seller interest in the amount of one and one-half percent (1-1/2%) per month for any part of the balance due that is not paid according to the Equipment Purchase Terms. **PAYMENT:** Purchaser agrees to pay the entire balance due as set forth above in the Equipment Purchase Terms, subject to visual inspection and absence of any damage to the equipment from transit. Purchaser agrees to pay to Seller interest in the amount of one and one-half percent (1-1/2%) per month for any part of the balance due that is not paid according to the Equipment Purchase Terms.

WARRANTY/REMEDY: Seller warrants to Purchaser that equipment manufactured by Seller conforms to the Seller's published Technical Specifications, and are free, under normal use and service, from defects in material or workmanship. The duration of this warranty is for a period of six (6) months. The warranty period shall commence either upon complete installation of the equipment by Purchaser or thirty (30) days after the date of delivery of the equipment to Purchaser, whichever occurs first. Any claim of nonconformity or defect in the equipment made under this warranty must be presented promptly in writing setting forth in detail the nature of the nonconformity or defect to Seller at its address above. Seller shall have a commercially reasonable length of time, after notice and recognition of a claim of nonconformity or defect to remedy the nonconformity or defect by repair or replacement, in accordance with the terms of this warranty. This warranty excludes any costs, expenses or liabilities for or associated with the delivery and installation of replacement parts or replacement equipment. Seller's obligation is exclusively limited to replacement parts or replacement equipment, at Seller's option. These remedies are Purchaser's exclusive remedies for breach of warranty. Parts purchased by Purchaser shall be subject to Seller's then applicable parts warranty. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN ANY OTHER DOCUMENT OR AGREEMENT BETWEEN THE PARTIES, THE WARRANTIES AND LIMITS OF LIABILITY DESCRIBED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES OF SELLER; THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; UNDER NO CIRCUMSTANCE SHALL SELLER'S LIABILITY TO PURCHASER OR ANY THIRD PARTY ARISING OUT OF OR RELATED IN WHOLE OR IN PART TO THIS AGREEMENT OR THE GOODS: (A) EXTEND TO OR INCLUDE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES OF ANY KIND OR CHARACTER, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR PROFIT, BUSINESS INTERRUPTION, OR LOSS OF OPPORTUNITY, OR (B) EXCEED IN THE AGGREGATE THE TOTAL OF THE AMOUNTS RECEIVED BY SELLER PURSUANT TO THIS AGREEMENT IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**



DELIVERY: The shipping date shown above is approximate and delivery is subject to unavoidable delays. Seller shall not be liable for delays to the extent that such delays are due to causes beyond the reasonable control of Seller.

START-UP AND SERVICE: Instructions regarding installation, setup and operations will be provided. Additional start-up assistance will be furnished at Seller's site or Purchaser's site at Seller's current hourly rates for week days, weekends, overtime or holidays as may apply plus travel and out-of-pocket expenses.

NON-ACCEPTANCE: In the event Purchaser fails to accept delivery of the equipment or to pay for the equipment as agreed or to comply with any of the terms and conditions, Seller shall have the right to retain any and all cash deposits or other forms of security tendered by Purchaser. In addition, Purchaser shall remain fully liable for the entire purchase price, including all taxes and interest thereon and all expenses incurred in connection with the shipping, delivery and return of such equipment.

SECURITY INTEREST: To secure the balance of the purchase price remaining unpaid after the delivery to Purchaser of the equipment that are subject of these Terms and Conditions, Purchaser hereby grants to Seller a purchase money security interest in such equipment. This Agreement is intended by the Purchaser and Seller to constitute a security agreement with respect to such equipment for purposes of the Uniform Commercial Code. Purchaser further authorizes Seller to file one or more financing statements describing such collateral and agrees, if requested by Seller, to pay the cost of filing such financing statements in all public offices wherever filing is deemed necessary by Seller.

ENTIRE AGREEMENT: These Seller Equipment Purchase Terms, Technical Specifications, Purchase Terms and Conditions, and any appendix, expressly incorporated herein by reference, each as may be amended by Seller from time to time (collectively, the "Agreement"), supersede all prior understandings, transactions and communications, oral or written, with respect to the matters referred to herein, including without limitation separate purchases of parts by Purchaser, and form the complete agreement between Purchaser and Seller. Acceptance by seller of Purchaser's order or Purchaser's acceptance of seller's PROPOSAL or agreement, is expressly LIMITED to and conditioned upon Purchaser's acceptance of and assent to THIS AGREEMENT. Any additional, inconsistent or different terms OR conditions contained in OR MADE AVAILABLE THROUGH PURCHASER'S PURCHASE ORDER or other documents OR MATERIALS submitted by PURCHASER at any time, whether before or after the date hereof, are hereby expressly rejected by SELLER AND no click-wrap or other terms and conditions provided with any other documents or MATERIALS OF PURCHASER will constitute a part or amendment of this Agreement or are or will be binding on SELLER for any purpose. PURCHASER acknowledges that, notwithstanding anything to the contrary contained in its PURCHASE ORDER or other documents, PURCHASER'S SIGNATURE BELOW, OR PURCHASER'S PAYMENT OF ANY AMOUNT OWED HEREUNDER, OR PURCHASER'S RECEIPT AND ACCEPTANCE OF ANY SELLER GOODS IN WHOLE OR IN PART, OR any



other manifestation of PURCHASER'S assent to these Terms shall constitute acceptance by PURCHASER of this AGREEMENT.

APPLICABLE LAW; JURISDICTION: These Terms and Conditions, including any documents incorporated by reference herein, and the legal relations between the parties shall be governed by the laws of the State of Ohio, USA, without regard to conflicts of laws principles and specifically excluding the provisions of the United Nations Convention on International Sale of Goods Any action or proceeding to enforce any provision of, or based on any right arising out of the Terms and Conditions, including any documents incorporated by reference herein, shall be brought against either party only in the Court of Common Pleas of Franklin County, Ohio or in the United States District Court for the Southern District of Ohio, sitting in Columbus, Ohio; and each party consents to the jurisdiction of such courts (and of the appropriate appellate courts), waives any objection to venue laid therein, and agrees that process may be served on it anywhere in the world. Purchaser agrees that, if it is held to be in violation, breach or nonperformance of any of the provisions of the Terms and Conditions, it will pay all costs of such action or suit, including reasonable attorneys' fees actually incurred by Seller.

VOLTAGE: The supply voltage must be within +/- 10% of the specified supply voltage for the equipment. In addition, if a neutral connection is used, the neutral must be such that zero potential exists between the neutral and earth connections. Failure to comply with supply requirements will nullify the warranty. Any devices required to compensate for power outside this specification will be at the expense of the Purchaser.

ASSIGNMENT: Purchaser may not assign these Terms and Conditions or any interest herein or any right to performance due or become due hereunder, whether by assignment, merger, reorganization, change of ownership, operation of law (all of which shall be deemed to be an "assignment"),or otherwise, without prior written consent of Seller.

ACCEPTANCE OF TERMS: The Purchaser acknowledges and agrees that the Agreement is adequate, satisfactory and is hereby accepted by Purchaser. Purchaser authorizes Seller to manufacture the equipment, per the Technical Specifications and the descriptions noted in the Letter of Application, attached hereto. Payment shall be made per the Equipment Purchase Terms specified above or as otherwise agreed by the Parties in writing. Purchaser acknowledges and agrees that its authorized representative as noted below, is authorized to execute these Purchase Terms and Conditions, on behalf of the Purchaser and has read, understands, and agrees to the Agreement, including the Equipment Purchase Terms, prices, Technical Specifications, Purchase Terms and Conditions and the descriptions noted in the Letter of Application, attached hereto, and incorporated by reference herein.