



TERMS AND CONDITIONS

PAYMENT: Purchaser agrees to pay the entire balance set forth in the Proposal, as set forth in the Equipment Purchase Terms above. 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.

Notwithstanding anything to the contrary and irrespective of when any invoice is submitted: (i) the Purchase Order Payment shall be due at the time the applicable purchase order is placed, and (ii) the Shipment Payment shall be due prior to any obligation of Seller to ship the applicable equipment. In the event the Purchase Order Payment, the Shipment Payment, the Final Payment, or any other performance or obligation of Purchaser is delayed, Seller's obligations, if any, hereunder shall be suspended, and Seller shall be entitled to injunctive relief. Without limiting the forgoing and notwithstanding anything to the contrary, in the event Purchaser fails to authorize or otherwise delays shipment within 30 days of Seller's notification that equipment is ready for shipment, the Shipment Payment shall be due immediately. In the event Purchaser continues to fail to authorize or otherwise delays shipment for a period of sixty days following Seller's notification that equipment is ready for shipment, the Final Payment shall be due immediately.

WARRANTY/REMEDY: Seller warrants to Purchaser that equipment manufactured by Seller conforms to Seller's applicable specifications set forth in the Proposal, 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 upon the earlier of 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 then current rates.

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 the Agreement, 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.

ENTIRE AGREEMENT: These Terms and Conditions and the Seller proposal, quotation, or analogous Seller document attached hereto or thereto, or that otherwise links to these Terms and Conditions (each a "Proposal"), and any Seller appendix or exhibit attached hereto or thereto, incorporated herein by this 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 or therein, 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 A PROPOSAL, 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 OF OR AMENDMENT TO 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 OR MATERIALS, PURCHASER'S SIGNATURE BELOW, OR PURCHASER'S PAYMENT OF ANY AMOUNT OWED HEREUNDER, OR PURCHASER'S RECEIPT AND ACCEPTANCE OF ANY EQUIPMENT OR OTHER 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: The Agreement, 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, without regard to conflicts of laws principles and specifically excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Any action or proceeding to enforce any provision of, or based on any right arising out of the Agreement 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; each party consents to the jurisdiction of such courts (and of the appropriate appellate courts), and waives any objection to venue laid therein, and agrees that process may be served on it anywhere in the world.

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: This Agreement is binding upon, and inures to the benefit of each party's respective successors and assigns, and without limiting the forgoing shall be assigned, in whole, automatically, to an entity that acquires all or substantially all of the business or assets of such party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise.

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 Agreement. Purchaser acknowledges and agrees that its authorized representative as noted below or that otherwise accepts the Agreement as set forth



herein, is authorized to accept the Agreement, on behalf of the Purchaser and Purchaser has read, understands, and agrees to the Agreement.