

TERMS AND CONDITIONS OF SALE

General

1. Customer's order is binding only when accepted in writing at the principal office of Seller. The terms and conditions of sale are only those stated below and on the other side of this form. If any other terms and conditions are in Customer's order, they are hereby rejected unless independently approved in writing by the Seller. The parties agree there are no agreements between the parties, oral or written, with respect to the goods sold hereunder (including any made or implied from past dealings) except as expressed herein.
2. Shipping dates are estimates only and are not guaranteed. Seller will use every effort to make shipments as scheduled and may make partial shipments. However, the completion of the order is subject to acts of God or the public enemy, fires, floods, unusually severe weather, delays caused by governments (including government priorities, preferences or allocations), delays of suppliers in furnishing materials and services, and any other causes beyond its control.
3. If the items ordered are to be exported from the United States, the quoted shipping dates are subject to receipt of all export documents and authorizations. Regardless of ultimate destination, the prices quoted are based on packing for domestic shipment unless otherwise stated.
4. Prices quoted, unless otherwise stated, are F.O.B. factory and do not include sales, use, excise or similar taxes or duties. Customer will pay these items directly if the law permits or will reimburse us if Seller is required to pay them. Customer will provide tax exemption certificates or evidence of tax payment on request.
5. In the event credit has not been established, Seller reserves the right to require payment, or the issuance of an irrevocable letter of credit, in advance of shipment. Any amounts not paid when due shall bear interest at the rate of 1-1/2% per month or at the highest rate permitted by law (whichever is less), from the date of shipment until paid. Seller reserves a purchase money security interest in each item shipped, which will be satisfied by payment in full. Seller has the right to file a copy of this document as a financing statement.
6. Customer's order will be deemed a representation that Customer is solvent and able to pay for the items ordered. If Customer fails to make payments when due or if bankruptcy or insolvency proceedings are instituted by or against Customer, or if Customer makes an assignment for the benefit of creditors, Customer will be deemed in default and Seller will have the right to terminate its obligations by written notice to Customer, but such termination will not affect Customer's obligation to pay for items delivered and work in progress.
7. No goods may be returned without prior written approval of Seller. Orders placed with and accepted by Seller may not be canceled except upon Seller's written consent prior to shipment and Buyer's acceptance of Seller's cancellation charges which shall protect Seller against all costs and losses. Seller reserves the right to cancel any sale hereunder without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.
8. If the items quoted are to be used in fulfilling a contract with the United States Government Seller agrees to comply to the best of its ability with the applicable government contract provisions that are mandatory under federal law and regulations such as provisions respecting equal opportunity employment, military security requirements, Walsh-Healy Act and so on, provided Customer has given us notice of the applicable provisions and Seller has not objected in writing to them.
9. Seller reserves the right to discontinue the manufacture of, or change or modify the design and/or construction of the goods sold pursuant to this document, without incurring any obligation to Buyer.
10. If this order is shipped from the United States, the laws of the State from which this order is shipped shall govern all questions relating to this sale. If this order is shipped from outside the United States, then this sale shall be governed by the United Nations Convention on Contracts for the International Sale of Goods, as amended, to the extent it is not inconsistent with these terms and conditions.

Title and Damage in Shipment

11. All items should be inspected and tested as soon as received. If any damage is discovered, a claim should be filed with the carrier. A full report of the damage should be forwarded to us so that Seller can arrange for repair or replacement.
12. If this sale is F.O.B. factory, title to items passes to Customer when delivered to carrier, and Seller is not responsible for damage or loss in transit. Seller can arrange for in-transit insurance at Customer's expense, but will not do so without Customer's written instructions. If this sale is F.O.B. destination, title to items passes upon tender of delivery by carrier to Customer, and if items are damaged Seller must receive Customer's claim for loss or damage in transit

within ten (10) days after receipt of shipment, which must be signed by the carrier.

Warranty

13. All items that Seller manufactures are warranted, when paid for and properly installed, operated and maintained, to be free from defects in material and workmanship and to conform to the specifications, if any, listed on the other side of this form. If no specifications are listed, the items are warranted to conform to its currently published specifications. The warranty period is one year from the date of installation by the first user of the goods, or eighteen (18) months from the date of shipment to the first user, whichever occurs first. No warranty is given for products or components (such as electric or pneumatic mechanisms) manufactured by companies not affiliated by ownership with Seller, or for goods which have been subject to misuse, improper installation, corrosion, or which have been modified or repaired by unauthorized persons. Written notice of defect must be received by us within the warranty period. Seller's liability is limited to servicing or adjusting any item returned to the factory for that purpose, including replacing any defective parts therein. Customer must pay packing, crating and transportation costs to and from the factory. At Customer's request, Seller will make reasonable efforts to provide warranty service at the Customer's premises, provided the Customer pays Seller's then current rates for field service and the associated travel and living expenses. If a fault has been caused by improper installation, maintenance or use, or by abnormal conditions of operation, repairs will be billed at normal rates.

If any fault develops, the following steps should be taken:

- A. Notify us by giving the item model number, serial number and details of the difficulty. On receipt of this information, you will be given service data or shipping instructions.
- B. On receipt of shipping instructions, forward the item prepaid. If the item or the fault is not covered by warranty, an estimate of charges will be furnished before work begins.

SELLER DISCLAIMS STATUTORY AND IMPLIED WARRANTIES, SUCH AS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. SELLER ALSO DISCLAIMS ALL WARRANTIES REGARDING ANY ANCILLARY SERVICES RENDERED.

Confidential Information; Patent Indemnity

14. Any drawings submitted herewith are to show only the general style, arrangement, and approximate dimensions of the goods offered. No work is to be based on drawings unless the drawings are certified. In no event will manufacturing or proprietary drawings be supplied.
15. Buyer agrees that all drawings, prints and other technical material which Seller provides to Buyer, whether prepared by Seller or by third parties under contract to Seller, contain data which embody trade secrets and confidential know-how of commercial value to Seller or third parties under contract to Seller. Buyer agrees (a) to keep such information confidential; (b) that it will not disclose such information to any other person, corporate division or entity; (c) will not use such information except in connection with the goods supplied hereunder; and (d) will not sell, lease, loan or permit any other person, corporate division or entity to use such information for any purpose, without Seller's prior written consent. Nothing herein shall restrict the use of information available to the general public.
16. Seller has the right to defend or, at its option, to settle and Seller agrees, at its expense, to defend or settle, any claim, suit or proceeding brought against Customer based on a claim of infringement of any United States patent by any item supplied to Customer under this order. Seller agrees to pay any final judgment entered against Customer based on such a claim provided:
 - A. Customer must notify us promptly in writing of any such claim, suit or proceeding, and
 - B. Customer must give us proper and full information and assistance to settle and/or defend any such claim, suit or proceeding at Seller's expense.If an item furnished to Customer becomes or in Seller's opinion, may become the subject of any claim, suit or proceeding for infringement of any United States patent, Seller may at its option and expense (i) obtain for Customer the right to use, lease or sell the item, (ii) replace the item, (iii) modify the item, or (iv) remove the item and refund the purchase price paid by Customer less a reasonable amount for use, damage or obsolescence.
17. Seller will not be liable for any infringement arising from the combination of items or from the use of an item in practicing a process. Seller's total liability to Customer will not, under any circumstances exceed the purchase price paid for the allegedly infringing item. Customer agrees at its expense to protect and defend us against any claim of patent infringement arising from compliance

TERMS AND CONDITIONS OF SALE

with Customer's designs, specifications or instructions and to hold us harmless from damages, costs and expenses attributable to any such claim.

The foregoing states the exclusive remedy of the Customer for any alleged patent infringement by an item supplied under this order.

Limitation of Damages

IN NO EVENT SHALL SELLER BE LIABLE, IN CONTRACT, TORT, STRICT LIABILITY, LAWS RELATING TO THE PROTECTION OF THE ENVIRONMENT, OR UNDER ANY OTHER LEGAL THEORY, FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER SELLER WAS INFORMED ABOUT THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL SELLER'S LIABILITY EXCEED AN AMOUNT EQUAL TO THE SALES PRICE.