

QUOTE

TERMS AND CONDITIONS

1. Acceptance - Acceptance of Buyer's purchase order(s) is expressly made conditional on Buyer's assent to the terms and conditions set forth herein. The terms stated on the front or on this side of this document or any attachments hereto constitute the entire agreement between the Buyer and Seller and are in lieu of any additional or different terms, representations, or warranties contained in Buyer's order or otherwise asserted by Buyer to apply to this order. Notwithstanding any items in Buyer's acknowledgment or confirmation, Buyer shall be conclusively presumed to have assented to these terms and conditions upon their receipt without prompt written objection thereto or upon Buyer's acceptance of all or any part of the goods ordered.
2. Prices – Prices as quoted are based on current costs of labor and material, and are subject to adjustment to those prices in effect at time of shipment. On sales made subject to freight allowances, such allowances shall be limited to actual weight, and in the event of any increase or decrease in freight rates a corresponding charge or credit shall be made therefore. All taxes presently or hereafter imposed on the manufacture, sale or delivery of any articles ordered hereunder including any increases thereof shall be charged to Buyer in addition to the prices herein set forth.
3. Delivery – Delivery shall be F.O.B. Seller's factory. The delivery date stated on the face of this document or on any other document of Seller is a desired date that Seller will in good faith attempt to meet but that Seller does not guarantee. Seller shall not be liable for any delay in delivery or for failure to complete any order if such delay or failure is due to fire, strikes or other labor troubles, accidents, transportation delays, shortages of material or machinery, government actions or any other cause beyond the control of Seller, and in the event of any such occurrences, Seller may at its election, cancel this order or any part thereof. If delay or interruption of the shipment of the articles is caused directly or indirectly by act or omission of Buyer, the price is subject to escalation, depending on such factors as added storage charges and changes in prices from Seller's suppliers.
4. Payment – Buyer agrees to pay the net amount of Seller's invoice in full in thirty (30) days from date of Seller's invoice. Invoicing will be made by Seller either on the date of shipment or as specified in the order. Subject to limitations imposed by applicable law, Seller shall charge Buyer one and one-half percent of the purchase price per calendar month for each month payment is made after thirty (30) days from the date of Seller's invoice. If the credit of Buyer shall at any time in the Seller's judgment become impaired, Seller shall have the right to require payment in advance for any shipments to be made hereunder. Seller reserves the right to change the method of payment hereunder if it deems such change appropriate. If Buyer shall fail to make any payment when due or shall fail to make payments in advance as hereinabove required, Seller shall in addition to its other remedies provided by law, have the right to terminate this order as to any remaining shipment.
5. Insurance/Risk of Loss – All shipments are insured or are to be insured at Buyer's expense and made at Buyer's risk. Any F.O.B. term notwithstanding, title to the articles and their risk of loss pass to the Buyer at the point of shipment (Seller's factory). Seller assumes absolutely no responsibility or liability for articles lost or damaged in transit.
6. Limitation of Warranties and Claims – The articles to be shipped hereunder are warranted to be free from defects in material and workmanship furnished by Seller, and except for such warranty

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. Any claims for defective materials or workmanship will be deemed waived by Buyer unless notice in writing of such defect shall be submitted to Seller within 15 days after delivery and unless Seller is thereafter permitted at its election an opportunity to examine such materials and investigate such claims. No articles may be returned without Seller's written consent. In no event shall Seller's liability in connection with this order or any articles shipped hereunder exceed the invoice price of the articles with reference to which such claim occurs and under no circumstances shall Seller be liable for special, incidental, punitive or consequential damages. Seller's warranties and liabilities hereunder shall be limited to Buyer and shall not extend to Buyer's vendees.

7. Remedies - The remedies outlined herein shall be the exclusive remedies available to Buyer. The exclusive remedy of Buyer in the event that any of the articles do not conform to the order shall be at Seller's election to either repair, replace or exchange the nonconforming items or parts. All articles claimed to be nonconforming or defective must be shipped to Seller's factory, all freight prepaid. Seller's acceptance of any articles so shipped shall not be deemed an admission that the articles are nonconforming and, if Seller finds that any articles returned are not defective, such articles will be reshipped to Buyer at Buyer's expense and Buyer will be charged for any shipping charges incurred by Seller. Seller shall have all lien rights or other remedies provided by statute, law and equity. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

8. Technical and Engineering Service – Any and all designs, plans, drawings, specifications, advice relative to geological and safety conditions, and all other technical and engineering services which Seller may have furnished or may hereafter furnish with reference to this order or the project to which it relates are furnished solely for the review and approval of Buyer and its engineers. Seller makes no representation or warranty with respect to the accuracy or sufficiency of any said documents, advice or services, nor shall Seller have any liability of any kind or nature with respect thereto, whether or not so reviewed and approved by Buyer and its engineers.

9. Assignment – At Seller's election this order or any part hereof may be filled by any parent company or subsidiary of Seller and the rights accruing to Seller hereunder may be enforced by any such parent company or subsidiary.

10. Tools and Dies – Seller's specified cost for special tools and die equipment to be provided by Seller is an estimated cost. Such tools and die equipment remain the property of the Seller but may be removed by Buyer with Seller's written consent, upon payment of any actual cost in excess of the aforesaid estimate, together with all engineering and other charges incurred by Seller in connection with the design and manufacture thereof. Seller shall charge Buyer for cost of adaptation of Seller's dies and also for cost of adaptation, modification and maintenance of dies and tools furnished by the Buyer.

11. Patents – While Buyer shall have the right to use all equipment or materials ordered hereunder, nothing herein contained shall be deemed to license Buyer under any of Seller's patents and Buyer agrees that it will not infringe, question or in any way impair the validity of any patents or trademarks of the Seller pertaining to the equipment or materials sold hereunder.

12. Indemnity – In connection with any parts, materials or equipment furnished by Buyer hereunder, Buyer hereby indemnifies Seller against any and all claims for patent or trademark infringement and against any damage incurred by Seller resulting from infringement by use of such parts, material and equipment.

13. Demurrage – Any demurrage charged by any carrier, whether truck or mail, due to delay in unloading shall be paid by Buyer.

14. Amendments – No amendments of this quote or any resulting order shall be valid unless in writing and signed by authorized representatives of both parties. The terms herein shall control in the event of any inconsistencies or conflict between the terms and conditions hereof and the terms and conditions of Buyer's acceptance, confirmation, purchase order or other documentation submitted in response hereto.

15. Taxes – All state, local and federal sales, use, excise or similar taxes applicable to this transaction shall be the obligation of Buyer.

16. Enforcement - Buyer shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Seller in enforcing the terms and conditions of this order, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

17. Governing Law – The contract resulting from the acceptance of this order shall be construed according to the laws of the State of Illinois.

18. Jurisdiction - Buyer shall, by executing this Agreement, submit to the jurisdiction of the Circuit Court of Cook County, Illinois, or the U.S. District Court of the Northern District of Illinois, Eastern Division, for purposes of resolving any dispute relative to the terms or enforcement of this order.