

ACKNOWLEDGMENT OF ORDER  
Terms and Conditions of Sale

(A) If a contract has already been formed with terms containing the prices, descriptions of goods and quantities all as shown herein or in the schedules hereto and containing the contractual conditions set forth below, this document shall not operate to amend such contract. (B) If the prices, descriptions of goods and quantities all as shown herein or in the schedules hereto are in accord with your order, any acceptance contained herein of any offer made by you is expressly made conditional on your assent to any of the contractual conditions set forth below which may constitute terms additional to or different from the terms contained in your offer. (C) If the prices, descriptions of goods and quantities all as shown herein or in the schedules hereto are not in accord with your order, this document is a counter offer with terms containing such prices, descriptions, and quantities and the contractual conditions set forth below. Any acceptance of such counter offer with terms containing such prices, descriptions and quantities shall be an acceptance of the entire counter offer, including the contractual conditions set forth below, unless you advise us to the contrary by separate letter accompanying such acceptance. Notwithstanding any contrary or additional conditions which may appear in such acceptance, the contractual conditions referred to above are as follows:

1. **PRICES.** The prices shown are based on the material and labor markets of "date" shown on the face of this document and it is necessary that Seller reserve the right to adjust these prices to existing markets at date of delivery. In the event of a material or component shortage or the unavailability thereof, the Seller may within its sole discretion either reduce shipments or be excused from further performance of this contract.
2. **DELAYS.** Delivery schedules and/or delivery commitments are based upon current production capacities, material or component availability and inventory; such may be changed by us as conditions require.
3. **RETURNS.** Except for warranty returns, material sold pursuant hereto may not be returned unless authorized by Seller. All returns shall be in accordance with Seller's specific shipping instructions.
4. **CANCELLATION.** Our contract may be cancelled by Buyer subject to payment by the Buyer for all costs applicable to this order as of the date of receipt of cancellation notice.
5. **PAYMENT AND RISK OF LOSS.** Payments are to be made in United States funds, unless otherwise stipulated. Purchaser agrees to assume all risk for loss or damage or injury to the products from the time they are delivered to a carrier at the Seller's aforesaid factories and all risk of loss arising out of any delay in shipment of the products after they are delivered to the carrier, or if shipment is deferred by an act or omission of the Purchaser, from the time the products are completed and ready for shipment, and the Purchaser shall be liable for the full purchase price whether or not the products are damaged or destroyed.
6. **CHANGES.** Notwithstanding any other provision Seller reserves the right to make changes in any materials and/or processes used in the manufacture of parts supplied without notification to Buyer even though such eliminated or altered materials and/or processes may be specifically referred to in Seller's or Buyer's specifications.
7. **GUARANTEE/WARRANTY.** Seller warrants that at the time of delivery of articles sold under this contract they will be made in a workmanlike manner and conform to any drawings and specifications theretofore mutually established as applicable to this contract and will be free from defects in materials and fabrication. Seller's liability for breach of any of the foregoing warranties which may be applicable is limited to the correction or replacement, including reimbursement for reasonable transportation charges, but not including charges for any labor, of any article found to be other than in accordance with such applicable warranties, and then only is such article is returned by Buyer to Seller's factory within ninety (90) days of delivery. Except for the warranty that the goods are made in a workmanlike manner and in accordance with the specifications or supplied or agreed to by Buyer as set forth above, and are made or packaged pursuant to Seller's customary manufacturing procedures, SELLER MAKES NO WARRANTY EXPRESS OR IMPLIED; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE FOREGOING WARRANTY (WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE) IS DISCLAIMED BY SELLER AND EXCLUDED FROM ANY AGREEMENT MADE BY BUYER'S ORDER. Seller will not be liable for any consequential damages, loss or expense arising in connection with the use of or the inability to use its goods for any purpose whatever. Seller's maximum liability shall not in any case exceed the contract price for the goods claimed to be defective or unsuitable. Seller's warranty shall not be extended, altered, or varied except by a written instrument signed by Seller and Buyer provided that in the event the provision relieving Seller from liability for its negligence should for any reason be held ineffective by a court of competent jurisdiction in a final judgment, order or decree from which no appeal is or can be taken by Seller, the remainder of this paragraph shall remain in full force and effect.
8. **ASSIGNMENT.** Buyer shall not assign its rights or delegate its duties without Seller's prior written consent.
9. **AMENDMENT.** The agreement between the parties (the terms of which are contained in Seller's Quotation and Acknowledgment) may be amended only by a writing signed by Seller and Buyer.
10. **SEVERABILITY.** If any provisions of the agreement between the parties is invalid or unenforceable, all other provisions of Seller's Quotation and Acknowledgment shall remain in full force and effect.
11. **STATE LAW.** The Agreement between the parties shall be governed in all respects by the laws of the State of Ohio.
12. **JURISDICTION.** Seller and Buyer agree that any action arising out of the sale of goods or services referred to herein will be brought, heard and decided in the State of Ohio.
13. **SUCCESSORS.** The terms of the Agreement between the parties shall inure to the benefit of and be binding on the successors and assigns of the parties.
14. **ENTIRE AGREEMENT.** There are no other agreements, warranties, terms or conditions relating to the goods or services to be provided except those contained in Seller's Quotation and Acknowledgment.