

GENERAL CONDITIONS

1. **ACCEPTANCE OF ORDER.** This quotation is an estimate only. It is not an offer. No contract will result until after Terms and Conditions have been agreed and order has been received and accepted.
2. **PRICES.** The prices quoted apply to quantities shown and are valid for 30 days unless otherwise indicated on the face of this quotation. Quoted prices do not include, Federal, State or Local use or sales tax which must be separately paid by customer where applicable.
3. **FREIGHT ALLOWANCE.** Any prices that include freight allowance are based upon the lowest actual station to station freight rate in effect on the date of the quotation and are subject to advance or reduction to the extent of any change in freight rate which may become effective before shipment is made. All shipments are F.O.B. shipping point unless otherwise indicated on the face of this quotation.
4. **DELIVERY PROMISES.** All goods quoted upon are subject to prior sale. All delivery promises will be calculated from the date of receipt of the order or of final approval by the customer of any necessary blueprints, sketches, specifications, or information required for the identification and production of the material covered by the order. In no event will the Seller be responsible for any loss or damages due to failure to make delivery in accordance with the delivery promise. The Seller shall not be liable for failure in shipment or delivery caused by fires, strikes, differences with employees, casualties, delays in transportation, or other causes beyond the Seller's control.
5. **CANCELLATIONS.** Orders are not subject to cancellation except upon written consent of the Seller and payment to the Seller of proper cancellation charges.
6. **GUARANTEE/WARRANTY.** Seller warrants that at the time of delivery of any articles sold subsequent to this quotation 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 if 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 DOCUMENTS TENDERED BY BUYER, INCLUDING BUT NOT LIMITED TO ANY PURCHASE 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.
7. **DESIGNS/PATENTS.** Buyer shall in respect of goods packaged by seller in accordance with designs, processes or formulas supplied, determined or requested by buyer, defend seller at buyer's expense and pay costs and damages awarded in any suit brought against seller for infringement of any letters patent by reason of use of such designs, processes or formulas, provided seller promptly notifies buyer in writing of any claim of or suit for infringement and tenders defense thereof to buyer. Seller is entitled to be represented in any suit at its own expense.
8. **STANDARD VARIATIONS.** All materials, unless otherwise agreed, are to be within the limits of sizes and weights published by Seller and Subject to Seller's standard variations.
9. **SHORTAGES, RECLAMATIONS, ETC.** The quantity of material shown by invoice shall in all cases govern settlement unless notice of shortage is given to the Transportation Company and the Seller within ten (10) days after receipt of material. Claims for other errors, deficiencies or imperfections will not be entertained by the Seller unless made within thirty (30) days after receipt of materials.
10. **TOOLS AND DIES.** Tools, dies, jigs, fixtures, gages, and their engineering and design, are integral parts of Seller's manufacturing processes. Therefore, separate quotations to, or payment by Buyer for these items, supplied by Seller, conveys neither ownership nor the right of removal from Seller's factory.
11. We certify that these goods were produced in compliance with all applicable requirements of Sections 6, 6 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14.
12. **ORDERS/ACCEPTANCE.** There are no provisions with respect to this quotation which are not specified. **IF BUYER PLACES AN ORDER WITH SELLER BASED ON THIS QUOTATION, WHETHER IN WRITING OR ORALLY, THEN THIS QUOTATION AND BUYER'S ORDER AND SELLER'S ACCEPTANCE OR CONFIRMATION VIA ORDER ACKNOWLEDGMENT WILL CONSTITUTE THE ENTIRE CONTRACT BETWEEN BUYER AND SELLER WITH RESPECT TO THE SUBJECT MATTER OF THIS QUOTATION.** Any agreement so made shall be governed by the law of Ohio.