

# Terms and Conditions

Goss Supply Co., Inc., herein referred to as the "Company," hereby confirms the order referred to on the face hereof (the party placing such order being herein referred to as the "Buyer"), subject to the terms of any Proposal and Offer of the Company to Buyer and the terms and conditions set forth hereinafter and on the face hereof. If your order is not an acceptance of the Company's Proposal and offer, this will operate as an acceptance ONLY if Buyer agrees to the terms hereof. If Buyer does not agree, it should notify the Company in writing within ten(10) days of the date hereof, as the Company will proceed in filling the order in accordance with its own terms and conditions. Any inconsistent or additional terms contained in Buyer's order are hereby rejected unless expressly accepted in writing by the Company. The terms and conditions stated herein shall represent the entire understanding of the parties, unless modified in writing executed on behalf of each.

- PRICES AND TAXES:** In the event the Company's Proposal and Offer and/or Buyer's order provides for deliveries at a later date of Invoice, the prices quoted are subject to escalation to Manufacturer's prices in effect at the time shipment is made except in cases where the Company has agreed in writing to waive such escalation. Unless otherwise stated herein, prices quoted are F.O.B. shipping point. Unless otherwise agreed by the Company in writing, the amount of any local, State, or Federal tax levied on the products referred to herein shall be added to the amount paid by and remain the sole responsibility of the Buyer. Any portion of the price which is not paid in accordance with the terms of payment herein stated shall bear interest from the due date at the rate of 1-1/2% per month on all accounts more than 30 days old which is an annual percentage rate of 18% until the amount is paid in full.
- DELIVERY:** Any dates or schedules which may be specified for the delivery of the products covered hereby have been stated only approximately and are estimated from the date of receipt of Buyer's order, with complete drawings, specifications, designs, samples and other information reasonably requested by the Company in order to proceed with the manufacture and/or order of the products and the Company shall not incur any liability, either direct or indirect, nor shall any order be cancelled because or as a result of any delays in meeting such dates or schedules.
- FORCE MAJEURE:** The Company shall not be responsible or liable for any delays or failures in manufacture or delivery due to any cause or condition beyond the control of the Company, including, without limiting the generality of the foregoing, strikes or other labor difficulties, fire, flood, inability to secure transportation facilities, action of the elements, shortage of materials or equipment, riots or other civil commotion, and war.
- LAW, ORDINANCES AND REGULATIONS:** The Company shall utilize reasonable efforts to cause products manufactured or designed by it to comply with its interpretation of federal safety regulations and insurance codes of a national scope. However, the Company shall not be responsible for compliance with local interpretation of such federal regulations of insurance codes, nor with any local laws, ordinances, codes and/or regulations, which may at any time be in effect with respect to the products, unless such responsibility shall be expressly assumed by the Company in writing. Further, the Company shall have no responsibility whatever for compliance with such laws, etc. by products manufactured or designed by others.
- CHANGES IN DETAIL OR DESIGN:** The Company and/or its suppliers shall be entitled to make any and all changes in details of design, fabrication, or arrangement of the products as the Company in its sole discretion determines will constitute an improvement upon the products or any specifications of designs previously furnished to the Buyer.
- PRODUCTS MADE TO BUYER'S SPECIFICATIONS:** The Company makes NO WARRANTY WHATSOEVER, except as to title, with respect to products manufactured, and/or designed to Buyer's own specifications and the Buyer shall, at its own expense, defend and save the Company harmless from and against any claim, suit, expense or otherwise which shall be asserted or brought against the Company by reason of its manufacture or sale of such products.
- WARRANTY:** The Company MAKES NO WARRANTY WHATSOEVER concerning products manufactured by others, but will extend to you such warranties respecting such products as are permissible under the terms thereof. The Company will repair or replace products manufactured by others which prove defective at Buyer's expense when such defects are due to Buyer's neglect, due to damage caused by natural elements after delivery, provided the products shall have been properly assembled and utilized in accordance with the Company's design thereof and instructions relating thereto, it being understood that the foregoing warranty shall be of no effect whatsoever in the event any changes are made in the products prior to or in connection with their assembly or use.
- EXCLUSION OF OTHER WARRANTIES:** EXCEPT FOR THE EXPRESS WARRANTY AS DESCRIBED ABOVE, THERE ARE NO WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES AS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHICH EXTENDED BEYOND THE DESCRIPTION OF THE PRODUCTS ON THE FACE HEREOF. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF THE COMPANY SHALL BE EFFECTIVE TO VARY OR EXTEND THE ABOVE-REFERENCED EXPRESS WARRANTIES OR ANY OTHER TERMS HEREOF.
- LIABILITY LIMITATION:** In no event shall the Company be liable for consequential, incidental or special damages resulting from or in any manner related to the products, their design, use, or any inability to use the same, including, without limitations, damages arising out of or in any manner relating to the delivery of the products or any delay with respect to their delivery, it being understood that the sole and exclusive remedy with respect to defective products manufactured by it shall be the repair, correction or replacement thereof pursuant to the "WARRANTY" provisions hereinabove contained. Should the products prove so defective, however, as to preclude the remedying of warranted defects by repair or replacement, the Buyer's sole and exclusive remedy shall be the refund of the purchase price of the defective products involved upon the return of the products to the Company.
- INTENDED USE OF PRODUCTS:** The products covered hereby are designed and have been offered for only those applications specified in the Company's Proposal and Offer. The above stated "WARRANTY" provisions, as well as all other obligations of the Company to Buyer, respecting the products, are subject to the use of the products for only such applications.
- CANCELLATION OR CHANGES OF ORDERS:** No orders may be withdrawn or cancelled by the Buyer, nor may they be deferred when ready, unless the Company shall first be paid a cancellation or deferral charge of a reasonable amount acceptable to the Company. In the event the Buyer shall request changes in its order after receipt thereof by the Company, it shall be responsible for all charges reasonably assessed by the Company with respect to such changes.
- NO PROTECTION FROM CLAIM OR INFRINGEMENT:** The Company makes no representation or warranty that the delivery or subsequent use of the products ordered shall be free of the claim of any third party by way of infringement.
- ERRORS:** The Company reserves the right to correct any typographical or clerical errors which may be present in the prices, specifications, or acknowledgement.
- DAMAGES:** The Company shall not be liable or responsible for CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES for any course arising out of or in connection with this agreement including but not limited to claims based on downtime, overhead, labor, damage to machinery, interruption or spoiled production, loss of profit, accident or injury.
- LITERATURE:** The Company assumes no liability as to the accuracy or content of any advertising material or reference literature. Advertising materials are submitted solely for the purpose of illustration and do not constitute any term of the proposal or sale.
- SAFETY:** The Company will provide any and all safety devices customarily or necessarily used in connection with the equipment or system provided in the proposal or sale, and as required by insurance underwriters, or any public authority.
- SAMPLES:** In the event samples are furnished to the Buyer, the Company will not assume any liability in connection with the furnishing or use thereof and there will be no agreement of warranty collateral to or affecting the furnishing of such samples.
- APPLICABLE LAW:** The terms and conditions applicable to the transaction provided for herein shall be determined and construed in accordance with, and shall be governed by, the laws of the State of Ohio and Buyer and the Company agree to submit to the jurisdiction of the appropriate State or Federal Court within Ohio for purposes of resolving any dispute or claim arising in connection with said transaction.
- We hereby certify that these goods were produced in compliance with all applicable requirement of Sections 6, 7, 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 thereof.
- Return Goods:** Merchandise may be returned for credit only after completing our Return Goods Form (RGF) or after receiving our written agreement to its return. All merchandise returned will be subject to inspection. No modified or used products will be accepted for return. Returns to the factory will be subject to incoming and outgoing transportation charges in addition to our re-handling charge. Our re-handling charge will be 15% in addition to factory charges.
- Repaired Equipment:** Equipment that is repaired our Repair Shop, must be claimed by customer within forty five(45) days or the "Company" can dispose of or sell the item for the cost incurred to repair such equipment.