



TERMS AND CONDITIONS PERTAINING TO THIS ORDER / PROPOSAL

BOX 11111, CINCINNATI, OHIO 45211

A. PRICES:

1. F.O.B. our factory unless otherwise stated.
2. Prices quoted are for prompt acceptance and are subject to change without notice at any time prior to receipt by us of formal purchase order from you unless otherwise stated.
3. Prices exclude Federal, State, or local sales, use, excise, transportation, occupational or similar taxes. You agree to pay any such taxes applicable to the sale or use of the goods described herein. You will promptly reimburse us for any such tax advanced or paid by us with respect to such goods.

B. TERMS OF PAYMENT:

Unless otherwise stated, terms are net thirty (30) days from date of invoice, subject to our prior approval of credit. Interest will be charged beginning the 31st day at the applicable legal rate under local laws.

C. GRANT OF SECURITY INTEREST:

Purchaser hereby grants to seller a security interest in and to the products sold hereunder, together with all proceeds thereof, to secure purchaser's performances and payment of all amounts due on this sale.

D. TAXES:

Sales, use or similar taxes imposed on these products or this sale shall be the responsibility of the purchaser and should be paid directly by the purchaser. The purchaser shall immediately reimburse seller for any such tax hereinafter imposed upon seller with respect to these products or this sale.

E. CREDITS: PARTS, SHEAR KNIVES, AND PRESS BRAKE TOOLING. NO CREDIT ALLOWED ON ANY PARTS RETURNED AFTER THIRTY DAYS FROM DATE OF INVOICE WITHOUT FACTORY APPROVAL.

RETURNS: - PARTS, SHEAR KNIVES, AND PRESS BRAKE TOOLING

No items to be returned without prior authorization. Please write or call (513/367-7100) factory for instructions. Unauthorized shipments will be returned to sender freight collect.

F. WARRANTY:

1. MACHINE

The machine described in this proposal/order is warranted by us against any defect in material and workmanship for the periods specified on the front side of this document from date of shipment when owned by you, installed in accordance with our recommendations, and operated under normal conditions. Whenever under the warranty it is necessary to replace parts, we will furnish such parts free of charge, F.O.B. your shop (Domestic) or F.O.B. port of entry (International), using transportation of our choice, provided you promptly send us notice of the defect and establish that the machine has been properly installed, maintained and operated within the limits rated in normal usage. **CINCINNATI will not be responsible for any import taxes or duties imposed by other governments or governmental agencies.** During the service warranty period, the CINCINNATI Service Representatives, with customer assistance, will replace complex assemblies, which have failed under warranty. Labor to assist and/or necessary services are expected to be furnished by the customer at no cost to CINCINNATI or its distributor.

2. PARTS, SHEAR KNIVES, AND PRESS BRAKE TOOLING

Unless otherwise stated herein all goods described in this proposal (or furnished under this contract in case of an order) are warranted by us against any defect in material and workmanship for a period of 90 days from date of shipment, when installed or used in accordance with our recommendation, if any, and operated or used under normal conditions. Whenever under the warranty it is necessary to repair or replace parts we will do so free of charge, F.O.B. your shop (Domestic) or F.O.B. port of entry (International), using transportation of our choice, provided you promptly send us notice of the defect, return the claimed defective parts to us and establish that the parts have been installed or used in accordance with our recommendation, if any, and operated or used under normal conditions. All claims concerning defective parts must be presented to us no later than 30 days following expiration of the warranty period. We reserve the sole right to determine if returned goods are in fact defective and if so to repair or replace them in accordance with the warranty.

3. SAID WARRANTY IN RESPECT OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS AND ANY SUCH ADDITIONAL WARRANTY OR REPRESENTATION EXPRESSLY MADE A PART HEREOF ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

Where you are a distributor, financing company or similar entity acting for or on

behalf of the initial user of the goods, the warranty is transferable to the initial user only. In all other cases the warranty is limited to you and is not transferable.

G. SHIPMENT:

1. The shipment promised is contingent on our receipt at the time of order of all information necessary to design, manufacture and ship the order.
2. We will use reasonable efforts to comply with your shipping instructions. If we cannot comply with stated shipping instructions, we will advise you before shipment of goods. We will not be held liable for shipping performance, which fails
3. Our inability to ship any (or all) of the goods sold due to any factor whatever beyond our reasonable control, including but not limited to strike, labor difficulty, riot, fire, civil commotion, war, insurrection, shipwreck, governmental action, the elements, accident, delay by a carrier and the like shall relieve us, at our option, from any performance agreed to, and in no event shall we be considered in breach by reason of such inability or relief. CINCINNATI shall complete the order on or about the due date specified by CINCINNATI in writing or within a reasonable period of time thereafter.

H. CANCELLATION:

We shall have the absolute right to cancel and refuse to complete work hereunder if at any time you do not strictly comply with all terms and conditions hereunder (including any requirement of progress payments) or if at any time you become bankrupt or insolvent. In the event of our cancellation as above set forth or of receipt by us of a request by you to stop work or to cancel the whole or any part thereof, you shall pay us an amount, determined by us, which shall be the same percentage of the total price hereunder as the percentage of the work completed.

I. CONFIDENTIALITY:

Drawings, machine specifications, software or production methods furnished herein or herewith constitute our confidential information. Their receipt or possession does not convey any right to use, license, reproduce or disclose the information nor any part hereof without our consent.

J. PRODUCTION ESTIMATES:

All working drawings or other materials provided by us are for general information purposes only. Any specifications contained herein are not binding on us except as expressly so stated. We reserve the right to make, at any time, such changes in detailed design or construction as shall in our sole judgment constitute an improvement over former practice. Production data, where given, is based on our analysis and understanding of the production methods and facilities to be used, but is nonetheless an estimate only and is not guaranteed or warranted. In no event shall we be responsible for performance figures supplied by our suppliers or other cooperating parties.

K. PATENT INDEMNITY:

You shall give us prompt written notice of receipt of a claim or institution of a suit or proceeding against you if such be based on the assertion that the goods furnished hereunder in themselves constitute an infringement of any presently existing patent. You shall grant and furnish us with all the necessary authority, information, and reasonable assistance in order to enable us to settle or defend, at our option, such claim, suit or proceeding and we shall not be responsible for, or be liable to you with respect to, any settlement of such claim, suit or proceeding made without our express written consent. You agree to hold us harmless against any claims, costs, or damages under claims for infringement arising out of your conversion of any of the goods in the operation of any process; or any infringement arising out of our compliance with your specification. Where you are a distributor, financing company or similar entity acting for us or on behalf of the original user of the equipment this patent indemnity shall inure to the benefit of such initial user.

L. GENERAL:

1. There are no understandings, agreements or representations expressed or implied, not specified herein, respecting this sale, and this instrument constitutes the entire agreement between us. It may be modified or rescinded only by a writing signed by us and you or your duly authorized agents.
2. In the event of breach or repudiation by us, you shall not be entitled to indirect, incidental, special, consequential or punitive damages or any other direct or indirect damages for business losses, including without limitation, loss of revenue, profits, use or goodwill. Under no circumstances shall our maximum liability, whether arising in contract, tort or otherwise, exceed the contract price stated herein.

3. The transaction described herein shall be governed by the internal laws of the State of Ohio, and the Convention of International Sales of Goods (CISG) shall not apply.

4. No agent, salesman, or distributor has any authority to obligate us by any terms, stipulations or conditions not herein expressed.

5. Notwithstanding anything contained herein neither you nor any third party are entitled to damages, whether direct, indirect, incidental, special, consequential, punitive, or any other damages for business losses, including loss of revenue, profits, use or goodwill, for personal injury arising from the installation, operation

N. STRATOSPHERE OZONE PROTECTION

The goods covered by this invoice were manufactured in compliance with the Clean Air Act's Stratosphere Ozone Protection provisions. Effective March 1, 1993 no products were manufactured with any Ozone Depleting Substances. CINCINNATI INCORPORATED has initiated through its Purchase Order System a process whereby all suppliers must provide an assurance that no products supplied to CINCINNATI are manufactured with Ozone Depleting Substances.

or use of the goods furnished hereunder and you agree to indemnify us for and hold us harmless from any such damages.

6. You should advise us of anything herein which you do not assent to as a term or condition governing the transaction covered herein.

M. FAIR LABOR STANDARDS:

The goods and/or services covered by this Invoice were produced in compliance with all applicable requirements of Section 6. 7 and 12 of the Fair Labor Standards Act of 1938 as amended, and all other applicable regulations and orders of the United States Department of Labor.