

### A. PRICES:

1. F.O.B. CINCINNATI 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 CINCINNATI of a formal purchase order from Purchaser unless otherwise stated.
3. Prices exclude Federal, State, or local sales, use, excise, transportation, occupational or similar taxes. Purchaser agrees to pay any such taxes applicable to the sale or use of the goods described herein. Purchaser will promptly reimburse CINCINNATI for any such tax advanced or paid by CINCINNATI with respect to such goods.

### B. TERMS OF PAYMENT:

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

### C. GRANT OF SECURITY INTEREST:

Purchaser hereby grants to CINCINNATI 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 CINCINNATI for any such tax hereinafter imposed upon CINCINNATI with respect to these products or this sale.

### E. CREDITS: FOR ALL PARTS, SHEAR KNIVES, AND PRESS BRAKE TOOLING, NO CREDIT WILL BE 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 may be returned without prior authorization. Please write or call (513) 367-7100, to the factory for instructions. Unauthorized shipments will be returned to sender freight collect.

### F. WARRANTIES AND DISCLAIMERS:

#### 1. MACHINE

The machine described in this proposal/order is warranted by CINCINNATI 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 Purchaser, installed in accordance with CINCINNATI's recommendations, and operated under normal conditions. Whenever within the warranty period it is necessary to replace parts, CINCINNATI will furnish such parts free of charge, F.O.B. Purchaser's shop (Domestic) or F.O.B. port of entry (International), using transportation of CINCINNATI's choice, provided Purchaser promptly sends CINCINNATI 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 Purchaser 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 CINCINNATI against any defect in material and workmanship for a period of 90 days from date of shipment, when installed or used in accordance with CINCINNATI's recommendation, if any, and operated or used under normal conditions. Whenever within the warranty period it is necessary to repair or replace parts, CINCINNATI will do so free of charge, F.O.B. Purchaser's shop (Domestic) or F.O.B. port of entry (International), using transportation of our choice, provided Purchaser promptly sends CINCINNATI notice of the defect, return the claimed defective parts to us and establish that the parts have been installed or used in accordance with CINCINNATI's recommendation, if any, and operated or used under normal conditions. All claims concerning defective parts must be presented to CINCINNATI no later than 30 days following expiration of the warranty period. CINCINNATI reserves 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. SERVICE AND REPAIR WORK; SAFEGUARDING

CINCINNATI shall perform all service and repair work as is necessary for the completion of such work within the scope of work specified by the parties at the time of such service or repair. Unless otherwise requested and agreed by the parties, any service or repair work performed by CINCINNATI shall not be construed as a safety inspection or as an approval of the method of operation or overall use of a machine or component part. Purchaser is and shall be solely responsible for determining and maintaining appropriate safeguarding and safety labeling for the machine described in this proposal, and for promptly addressing any safety issues or concerns, to ensure the safe operation of the machine.

#### 4. ANY 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, WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. CINCINNATI EXPRESSLY WILL HAVE NO OBLIGATION UNDER THIS PROVISION TO THE EXTENT THAT ANY ALLEGED BREACH OF WARRANTY IS CAUSED BY ANY MODIFICATION TO A MACHINE OR COMPONENT PART, OR TO PURCHASER'S FAILURE TO IMPLEMENT ANY RECOMMENDATIONS MADE BY CINCINNATI.

Where Purchaser is 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 Purchaser and is not transferrable.

### G. SHIPMENT:

1. The shipment promised is contingent on CINCINNATI's receipt at the time of order of all information necessary to design, manufacture and ship the order.
2. CINCINNATI will use reasonable efforts to comply with Purchaser's shipping instructions. If CINCINNATI cannot comply with stated shipping instructions, CINCINNATI will advise Purchaser before shipment of goods. CINCINNATI will not be held liable for shipping performance which fails to meet normal shipping instructions.

3. CINCINNATI's inability to ship any (or all) of the goods sold due to any factor whatever beyond CINCINNATI's 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 CINCINNATI, at CINCINNATI's option, from any performance agreed to, and in no event shall CINCINNATI 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:

CINCINNATI shall have the absolute right to cancel and refuse to complete work hereunder if at any time Purchaser does not strictly comply with all terms and conditions hereunder (including any requirement of progress payments) or if at any time Purchaser becomes bankrupt or insolvent. In the event of CINCINNATI's cancellation as above set forth or of receipt by us of a request by Purchaser to stop work or to cancel the whole or any part thereof, Purchaser shall pay CINCINNATI 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 CINCINNATI's confidential information. Their receipt or possession does not convey any right to use, license, reproduce or disclose the information nor any part hereof without CINCINNATI's consent.

### J. PRODUCTION ESTIMATES:

All working drawings or other materials provided by CINCINNATI are for general information purposes only. Any specifications contained herein are not binding on CINCINNATI except as expressly so stated. CINCINNATI reserves the right to make, at any time, such changes in detailed design or construction as shall in CINCINNATI's sole judgment constitute an improvement over former practice. Production data, where given, is based on CINCINNATI's 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 CINCINNATI be responsible for performance figures supplied by CINCINNATI's suppliers or other cooperating parties.

### K. PATENT INDEMNITY:

Purchaser shall give CINCINNATI prompt written notice of receipt of a claim or institution of a suit or proceeding against Purchaser if such be based on the assertion that the goods furnished hereunder in themselves constitute an infringement of any presently existing patent. Purchaser shall grant and furnish CINCINNATI with all the necessary authority, information, and reasonable assistance in order to enable CINCINNATI to settle or defend, at CINCINNATI's option, such claim, suit or proceeding and CINCINNATI shall not be responsible for, or be liable to Purchaser with respect to, any settlement of such claim, suit or proceeding made without CINCINNATI's express written consent. Purchaser agrees to hold CINCINNATI harmless against any claims, costs, or damages under claims for infringement arising out of Purchaser's conversion of any of the goods in the operation of any process; or any infringement arising out of CINCINNATI's compliance with Purchaser's specification. Where Purchaser is a distributor, financing company or similar entity acting for CINCINNATI 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 CINCINNATI and Purchaser or duly authorized agents.
2. In the event of breach or repudiation by CINCINNATI, Purchaser 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 CINCINNATI's 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 CINCINNATI by any terms, stipulations or conditions not herein expressed.
5. Notwithstanding anything contained herein, neither Purchaser 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 or use of the goods furnished hereunder and Purchaser agrees to indemnify CINCINNATI for and hold CINCINNATI harmless from any such damages.
6. Purchaser should advise CINCINNATI, in writing, of anything herein which Purchaser does not assent to as a term or condition governing the transaction covered herein. No term or condition shall be deemed altered or waived unless expressly consented to by both parties, in writing.

### 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.

### 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 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.

### O. COMPLIANCE WITH LAWS:

Unless otherwise specified, it is Purchaser's sole responsibility to comply with all laws, rules, and regulations applicable to the use of any machine or parts supplied pursuant to these terms and conditions.