

## **TERMS OF SALE**

### **GENERAL**

The following terms and conditions, including those on the front side of this document, shall constitute the entire Agreement for the purchase and sale of Ohlheiser Corporation's products. Any acceptance contained herein is made expressly conditional upon the Purchaser's assent to the terms which are different from, in addition to, or vary the terms contained in the Purchaser's purchase order or request for quotation. Such assent shall be deemed to occur upon the failure of the Purchaser to object in writing specifically to such term or terms within 14 days from the receipt hereof. Any terms and conditions contained in the Purchaser's purchase order or request for quotation which are different from, in addition to, or vary Ohlheiser Corporation's terms and conditions shall not be binding upon Ohlheiser Corporation and Ohlheiser Corporation hereby objects thereto.

### **CHANGES**

Prior to the date of delivery of any product or products hereunder, the Purchaser shall have the right to make changes in its order provided that Ohlheiser Corporation receives written notice of the desired changes and accepts the same and provided further that the Purchaser accepts the additional charge therefore as determined by Ohlheiser Corporation. Changes which interfere with or alter Ohlheiser Corporation's delivery schedules will not be acceptable unless the time for performance is extended for such period as deemed necessary by Ohlheiser Corporation. Failure of Ohlheiser Corporation to accept a Purchaser's request to change its purchase order shall not be cause for Purchaser's cancellation of its order except upon payment of a cancellation charge to be determined by Ohlheiser Corporation.

### **CANCELLATION**

(a) Ohlheiser Corporation shall have absolute right to cancel this Agreement upon breach thereof by the Purchaser, failure by the Purchaser to make any payment required by this Agreement, or the insolvency or bankruptcy of the Purchaser.

(b) A purchase order or any part thereof which is hereby accepted by Ohlheiser Corporation may not be cancelled unless and until Ohlheiser Corporation receives written notice of the cancellation, has determined the additional charge to be made and the same has been accepted and paid by the Purchaser. Upon receipt of a notice of cancellation, Ohlheiser Corporation shall be entitled to take whatever action it deems necessary and advisable to minimize cancellation charges.

### **WARRANTY**

(a) Ohlheiser Corporation warrants, except as hereinafter provided, each product sold hereunder which is assembled by it to be free from defects in assembly under normal use and service for a period of one year after shipment thereof to the original purchaser.

(b) OHLHEISER CORPORATION'S WARRANTY EXTENDS ONLY TO PRODUCTS ASSEMBLED BY IT AND IS, TO THE EXTENT PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY PRIOR WRITTEN OR ORAL REPRESENTATIONS REGARDING SUCH PRODUCTS MADE BY OHLHEISER CORPORATION, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES.

(c) PRODUCTS, OR COMPONENTS THEREOF, SUPPLIED BY ANY OTHER PARTY TO OHLHEISER CORPORATION WHICH ARE NOT ASSEMBLED BY OHLHEISER CORPORATION ARE COVERED ONLY BY THE INDIVIDUAL WARRANTY OF SUCH OTHER PARTY AND COPIES OF SUCH WARRANTIES WILL BE FURNISHED UPON REQUEST.

(d) Ohlheiser Corporation reserves the right to inspect products claimed defective under warranty either at the Purchaser's location or at Newington, Connecticut. A defective product is not to be returned to Ohlheiser Corporation's plant unless authorized by Ohlheiser Corporation. Products so returned shall be returned to Ohlheiser Corporation's plant, freight prepaid. Any product proving defective due to faulty assembly within one year from date of shipment will be replaced or repaired free of charge, F.O.B. Ohlheiser Corporation's plant, Newington, Connecticut. Ohlheiser Corporation assumes no liability for labor charges incidental to the adjustment service, repairing, removal or replacement of the product or other costs, or for the expense of repairs made outside of its factory except when made pursuant to Ohlheiser Corporation's prior written consent. Ohlheiser Corporation, at its option, may ship a replacement or replacements immediately under standard billing and make warranty adjustment after inspection of the defective product by means of credit memorandum.

## **DELAYS**

Ohlheiser Corporation shall not be liable for damages for delays in performance due to circumstances beyond its reasonable control, including without limiting the generality of the foregoing, any priority system established by any agency of the United States Government, fires, floods, storms, and other acts of God, accidents, strikes, insurrections, war, shortage of materials, lack of transportation and failure of performance of subcontractors and/or suppliers for similar reasons. Failure of Ohlheiser Corporation to perform for these reasons aforesaid shall not be grounds for Purchaser's cancellation of its order but the delivery date shall be extended accordingly.

## **LIMITATION OF LIABILITY**

No claim made hereunder by the Purchaser, whether as to goods delivered or for non-delivery shall be greater than the purchase price of the goods in respect of which such claim is made, and Ohlheiser Corporation shall under no circumstances be liable for consequential damages.

## **MISCELLANEOUS**

(a) This Agreement may not be assigned or otherwise transferred by Purchaser without the prior written consent of Ohlheiser Corporation, and any such assignment or transfer without such prior written consent shall be null and void and of no force or effect whatsoever.

(b) Ohlheiser Corporation's failure to insist, in one or more instances, upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of its right to such performance or the future performance of such term or terms and Purchaser's obligation with respect thereto shall continue in full force and effect.

(c) Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid, to the other party thereto at its respective address first above written. Any such notice, if so mailed, shall be deemed to have been received on the third business day following such mailing. Either party hereto may change its address for notice purposes by written notice to the other party.

(d) The paragraph headings in this Agreement are used for convenience only. They form no part of this Agreement and are in no way intended to alter or affect the meaning of this Agreement.

(e) This Agreement may be amended at any time by mutual agreement of these parties hereto by an endorsement of this Agreement signed by each of them.

(f) The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other of its provisions.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

(h) We hereby certify that these goods were produced in compliance with all applicable requirements 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.

(i) All reasonable legal and collection costs will be charged to customer if referred for collection.

## **TAXES**

All applicable federal, state or local sales, use, or excise taxes are the responsibility of the Purchaser and shall be in addition to the price or prices stated on the front side of this document unless otherwise stated. Ohlheiser Corporation shall have the right to invoice separately any such tax as may be imposed at a later time. Applicable tax exemption certificates must accompany any order to which the same applies.

## **SERVICE CHARGES**

Unless specified to the contrary payment terms are: Net 30 Days. A service charge of **1 1/2% per month (18% per annum)** will be added to invoices not paid in 30 days.