

# TERMS AND CONDITIONS

All quotations, offers and contracts made by Expo Technologies, Inc. (herein referred to as the "Seller") for the sale of equipment are subject to the terms and conditions set forth herein below:

## 1. ACCEPTANCE.

- 1.1 All Customer orders are subject to final written acceptance by the Seller.
- 1.2 The Seller's acceptance of any Customer order is conditioned upon the Customer's acceptance of all Terms and Conditions contained herein. Any inconsistent or additional terms contained in the Customer's order or related correspondence are hereby rejected unless the Seller expressly accepts the same in writing within ten (10) days after the Seller receives the order. The Terms and Conditions stated herein shall not be modified unless such modification is in writing and signed by both the Seller and the Customer.

## 2. PRICES AND TAXES.

- 2.1 Prices quoted by the Seller shall remain valid for a period of sixty (60) days from the date hereof unless the Seller expressly agrees otherwise in writing or unless the Seller withdraws the quotation prior to accepting the Customer's order at the quoted price.
- 2.2 Prices quoted by the Seller are firm throughout the period of contract unless the Seller informs the Customer otherwise.
- 2.3 Unless the Seller expressly agrees otherwise in writing, any and all charges for packing, shipping and insurance and the amount of any local, State or Federal tax imposed on the equipment are additional to the quoted price and shall be paid by and remain the sole responsibility of the Customer.
- 2.4 Prices quoted by the Seller shall include the cost of one (1) set of standard Installation and Maintenance Instructions per system supplied to the Customer. Additional copies of the standard Instructions may be supplied to the Customer, upon request, for an additional charge.

## 3. TERMS OF PAYMENT.

- 3.1 Payment shall be made by the Customer within thirty (30) days of the invoice date. Any discounts to which the Customer may be entitled due to quantity or other reason shall be void in the event that the Customer fails to make payment to the Seller in accordance with this Section 3.1.
- 3.2 For larger orders, the Seller may require the Customer to make progress payments prior to the scheduled date of shipment as indicated in the quotation.
- 3.3 In the event that the Customer fails to make any payment in accordance with this Section 3, the Seller shall charge interest on the daily outstanding balance due from the Customer at the rate of three percent (3%) above the prime commercial lending rate then in effect as announced by Society Bank, compounded annually, until such time as the balance is paid in full.

## 4. SHIPMENT AND DELIVERY; DELAY IN PERFORMANCE.

- 4.1 Where the Customer has prepaid or made progress payments in accordance with Section 3 hereinabove, risk of loss and title in the equipment sold hereunder shall pass to the Customer upon delivery of the equipment to carrier F.O.B. Seller's manufacturing facility.
- 4.2 Where the Customer has not prepaid or made progress payments, risk of loss in the equipment sold hereunder shall pass to the Customer upon delivery of the equipment to carrier F.O.B. Seller's manufacturing facility, but title to such equipment shall not pass to the Customer until the Customer has paid the purchase price to the Seller in full. Until the Customer has paid the full purchase price to the Seller, the Customer agrees not to resell, lease, assign to a third party or part with possession of the equipment without first obtaining the Seller's written consent and the written acknowledgement of the third party that title remains vested in the Seller.
- 4.3 Upon delivery the Customer is responsible for unloading the equipment from the delivery vehicle.
- 4.4 Partial deliveries may be made at the discretion of the Seller and invoiced accordingly. The terms of payment of such invoice shall be in accordance with Section 3 hereinabove.
- 4.5 Any dates which the Seller may give for the delivery of the equipment covered hereby are stated as accurately as possible but are not the subject of any condition, warranty or representation on the part of the Seller. The Seller 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 Seller, including, but not limited to, strikes or other labor difficulties, works breakdowns, delay in transit, shortage of raw materials or components, fire, actions of the elements, civil commotion, war, or government regulations or requirements. The date of delivery is subject to extension for delay due to any cause or condition beyond the control of the Seller, and the Seller shall not incur any liability, either direct or indirect, nor shall any order be canceled, because of or as a result of any such delays.

5. **STORAGE.**

If the Customer fails to provide the Seller with sufficient forwarding instructions to allow the Seller to make delivery within fourteen (14) days following receipt of notification that the equipment is ready for delivery, then the Customer shall take delivery or arrange for storage of the equipment. In the event that the Customer fails to accept the equipment or make provision for its storage, the Seller shall be entitled to arrange and charge the Customer for storage and insurance on the Customer's behalf, and shall invoice the full value of the equipment at the start of the storage.

6. **AMENDMENTS.**

Orders will be priced and acknowledged on the basis of quantities and specifications agreed upon at the time of order placement. In the event that the Customer desires to change its order after the Seller's receipt and acceptance of the same, the Customer shall provide the Seller with a written request detailing the desired changes, which request shall be subject to the Seller's final approval. The Customer shall accept any necessary changes to the delivery schedule and shall be responsible for any and all charges reasonably incurred by the Seller as a result of the changes made to the order at the Customer's request.

7. **CANCELLATION.**

No orders may be withdrawn or canceled by the Customer unless the Seller first approves the cancellation in writing and the Customer agrees to pay a cancellation charge of a reasonable amount to reflect work done, loss of profit and all other costs incurred by the Seller prior to the date of cancellation.

8. **INSPECTION.**

If specified in the order, the Customer may, for an additional charge, arrange for the inspection and special functional testing of the equipment to be witnessed by the Customer or its representatives prior to shipment of the equipment. The Seller shall provide the Customer with seven (7) days notice prior to the date of any such tests, and, in the event that the Customer or its representatives fail to attend such tests, the Seller shall ship the equipment and the Customer will be deemed to have waived the tests.

9. **INSTALLATION AND COMMISSIONING.**

Installation and commissioning are not included in the quoted price unless specifically referred to in the quotation. For an additional charge, the Seller can provide installation and commissioning services to the Customer upon its request.

10. **DESCRIPTION.**

All descriptions, drawings and other particulars furnished in catalogs, price lists and other documents issued by the Seller are as accurate as possible but, being given for general information, are not to be treated as binding unless specifically confirmed by the Seller in writing. Any performance figures which may be provided by the Seller are based upon the Seller's experience and expectations, but the Seller shall accept no liability if those figures are not obtained, unless the Seller specifically guarantees the figures in writing, and then only subject to recognized tolerance and rejection limits which may be applicable.

11. **WARRANTY.**

The Seller shall repair and/or replace any defects which, upon proper handling, installation and use of the equipment by the Customer, and arising solely from faulty design, materials or workmanship, appear in the equipment within a period of eighteen (18) months from the date of delivery to the Customer or twelve (12) months from the date of commissioning, whichever is sooner, provided that the Customer notify the Seller of the defect within four (4) weeks of its becoming apparent. This warranty is conditioned upon the Customer returning the equipment to the Seller's Twinsburg office, securely packed and with the cost of shipment prepaid by the Customer. Following the repair or replacement of the defective equipment, the Seller shall return the same to the Customer at the Customer's expense. At all times, the Seller shall have the sole right to determine whether to repair or replace the defective equipment. The Seller warrants any machinery, parts and accessories manufactured by others only to the extent of the original manufacturer's warranty to the Seller. Zener barriers and other fuses are not covered by this warranty, since if they operate, they will be deemed to have been overloaded.

12. **EXCLUSION OF OTHER WARRANTIES.**

EXCEPT FOR THE EXPRESS WARRANTY DESCRIBED IN SECTION 11 HEREINABOVE, THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EITHER EXPRESS OR IMPLIED, WRITTEN, ORAL OR ARISING UNDER CUSTOM OF TRADE INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY THE SELLER OR ANY REPRESENTATIVE OR AGENT THEREOF SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE-REFERENCED EXPRESS WARRANTY OR ANY TERMS HEREOF.

13. **LIABILITY LIMITATION.**

In no event shall the Seller be liable to the Customer or to any third party for consequential, incidental or special damages resulting from or in any manner related to the equipment, its design, use, or the inability to use the same, including, without limitation, damages arising out of or in any manner related to the delivery, installation or use of the equipment, it being expressly understood by the Customer that the sole and exclusive remedy of it and of any third party shall be the repair, correction or replacement of defective equipment pursuant to the provisions of Section 11 hereinabove. Should the equipment prove so defective, however, as to preclude the remedying of warranted defects by repair or replacement, the Customer's sole and exclusive remedy shall be the refund of the purchase price upon the return of the equipment to the Seller following written approval by the Seller of such return.

14. **ERRORS.**

Quotations and confirmations are subject to correction for errors and omissions.

15. **APPLICABLE LAW.**

The terms and conditions set forth herein and the rights and duties of the parties hereto shall be determined and construed in accordance with the laws of the State of Ohio. Furthermore, any transaction or contract arising here from shall be construed and considered to have been made and performed in the State of Ohio.