ENTIRE AGREEMENT
The parties agree that there are no understandings, agreements or representations, express or implied, not specified herein, respecting this offer or sale, and that this instrument contains the entire agreement between Seller and Buyer. No prior waiver, course of prior dealing or usage of the trade shall be relevant to supplement or to explain terms used in this agreement.

CONTROLLING TERMS
All sales are expressly limited to, and the rights and liabilities of the parties shall be governed exclusively by, the terms and conditions herein. In the event any purchase order or offer from Buyer states terms additional to or different from those set forth herein, this document shall be deemed a notice of objection to such additional or different terms and a rejection thereof. Any acknowledgment or shipment of product by Seller to Buyer subsequent to Seller’s receipt of a purchase order or offer from Buyer shall not be deemed to be an acceptance by Seller of an offer to contract on the basis of any Buyer’s terms and conditions. Receipt and acceptance by Buyer of products shall be conclusive evidence of Buyer’s acceptance of the terms and conditions set forth herein as the sole controlling terms and conditions of the contract between Seller and Buyer. Stenographic and clerical errors by Seller are subject to correction.

ACCEPTANCE OF ORDERS
Seller possesses the exclusive right to accept or refuse any and all orders. No bid, offer, or quotation shall be valid or binding upon Seller, and no order shall be accepted and no sale shall be final, until such bid, offer, quotation, order or sale shall be acknowledged in writing by Seller. Unless otherwise stated, all written quotes are valid for 90 days from the date the quotation was sent.

PRICES; TOOLING & IP
All prices are subject to change without notice and shall be adjusted to the Seller’s prices in effect on the date of shipment. Prices reflect standard packaging for domestic shipment only. All prices are in U.S. Dollars. See price pages for minimum order amount. All tooling, equipment and intellectual property Seller owns, produces or acquires in connection with this order shall remain the sole property of Seller notwithstanding any rights of others, breach of warranty, negligence, strict liability or other tort. Whether based on infringement of patents, copyrights, trademarks or other designs, specifications or instructions in the furnishing of products to Buyer, performance or breach thereof, or from the design, manufacture, sale, delivery, resale, or repair or use of any products covered by or furnished under this contract, or from the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, or repair or use of any products covered by or furnished under the contract, including but not limited to any claim for breach of warranty, negligence, strict liability or other tort, shall be the repair or replacement, F.O.B. Seller’s factory, as Seller may elect, of the product or part thereof giving rise to such claim, except that Seller’s liability for such repair or replacement shall in no event exceed the contract price allocable to the product or part thereof which gives rise to the claim. SELLER SHALL IN NO EVENT BE LIABLE FOR DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

RETURN OF MATERIAL
Seller’s permission must be obtained in writing before any products are returned. If products are returned without such permission, Buyer authorizes Seller, in addition to such other remedies as it may have, to hold the returned products at Buyer’s sole risk and expense. All returns must be freight prepaid by Buyer. Seller will in no event accept the return of any product that upon return is in the opinion of Seller altered, damaged, used, or in other than first class salable condition. Buyer represents that any goods returned are free of contaminants, pollutants or harmful substances.

INDEMNITY
Buyer agrees to indemnify, defend and hold harmless Seller from any claims, loss or damages arising out of or related to Seller’s compliance with Buyer’s designs, specifications or instructions in the furnishing of products to Buyer, whether based on infringement of patents, copyrights, trademarks or other rights of others, breach of warranty, negligence, strict liability or other tort.
TERMS & CONDITIONS OF SALE

LIEN
Buyer’s property delivered to Seller for evaluation or repair or quotation shall be subject to Seller’s lien for evaluation, storage, repair and other services. Buyer property that is not claimed by Buyer within ninety days after receipt of notice that Seller has performed any service on it or provided materials for it can be sold pursuant to sections 1333.41 and 1333.42 of the Ohio Revised Code.

PAYMENT
All invoices are due net 30 days from date of invoice unless otherwise specified by Seller. If at any time Seller deems itself insecure from any cause whatsoever, including but not limited to adverse changes in Buyer’s financial condition or impairment of Buyer’s credit, Seller may in its sole discretion stop delivery of goods, require advance payment for goods, and/or declare immediately due all indebtedness owed to Seller including amounts due hereunder. Payments not made when due shall bear interest at the prime rate plus 5% per annum or, if lower, the highest rate legally permissible, until paid. Credit balances will be applied against future purchases only and must be claimed within one year of creation or are waived.

GOVERNING LAW AND ARBITRATION
Any dealings or contract between the parties shall be governed by and construed in accordance with the law of the state of Ohio, excluding its choice of law provisions. Buyer and Seller agree that any action, suit or proceeding arising hereunder or related hereto may be brought in any state or federal court of competent jurisdiction sitting in the State of Ohio and each party submits to the jurisdiction of such courts. Either Buyer or Seller may elect to have any controversy arising under or in any way related to the subject matter hereof decided by binding arbitration by a single disinterested arbitrator in Columbus, Ohio, U.S.A., in accordance with the commercial rules of the American Arbitration Association then obtaining. The fee for the arbitrator shall be shared equally by the parties. Each party shall bear its own costs and expenses, including attorneys fees.

04/06/2017