

TERMS AND CONDITIONS

1. The seller agrees to accept a purchase order from Buyer which, upon acknowledgement by Seller, shall form a contract under the Ohio Uniform Commercial Code, for the goods at the price, in the quantity, with shipment dates and on the other terms and conditions provided herein if received by Seller within thirty (30) days from the date shown hereon, subject however to the right of cancellation of Seller and Buyer as provided herein. Each provision hereof shall be deemed material, and the Seller shall have no obligation to accept any purchase order from Buyer which limits, adds to or modifies in anyway the provisions hereof.
2. **WARRANTY:** Seller warrants the goods covered by this proposal, against defective workmanship and materials, provided that Buyer notify Seller (within one (1) year after receipt by Buyer of the goods) of any claim under this Warranty (two (2) years for Optical Units). The liability of Seller under this Warranty shall be limited to replacing or repairing defective goods returned by Buyer and delivered to the factory by Seller, transportation charges prepaid. Replaced or repaired goods will be redelivered freight prepaid to the address of Buyer shown herein. Except for the Warranty contained herein, there shall be no other warranties, such as warranties of fitness and merchantability or otherwise, expressed or implied, written or verbal, and the Seller shall not be liable for consequential damages in any event. Any claims regarding missing parts from a shipment must be made within 60 days of receipt or customer will be charged the list price for those needed replacement parts/items.
3. **PATENTS:** The issuance of this proposal or the acceptance of any purchase order from Buyer shall not obligate Seller to license or assign any patent rights, nor shall Buyer acquire any right title or interest to any patent covering all or any portion of the goods sold hereunder.
4. **TOOLS:** All tools, dies or fixtures acquired or fabricated by Seller in performance of any sales contract shall remain the property of Seller and no right of removal from the factory is granted. Any charge for special tooling does not vest any right in Buyer to acquire or have exclusive use of such tooling. Special tools will be maintained for three (3) years from date of last use pursuant to any sales contract between Seller and Buyer.
5. **PRICES:** Seller reserves the right to increase prices to reflect any increased costs on any unshipped portion of Buyer's order after six months from the date of order acknowledgement.
6. **TAXES:** The price herein does not include sales, use, excise, value added, or other taxes, charges or fees of similar nature and effect. In addition to the price specified herein, the amount of any such shall be paid by Buyer, or in lieu thereof, Buyer shall provide Seller with tax exemption certificates acceptable to the applicable taxing authorities.
7. **DELIVERY AND TERMS:** Delivery dates are estimated as accurately as reasonably possible based upon information and circumstances now known, but are not guaranteed. Seller shall not be liable for delay due to causes beyond its reasonable control, such as but not limited to, Acts of God, acts of Buyer, acts of civil or military authorities, governmental regulations, fires, strikes, floods, epidemics, war, riots, delays in transportation, car shortages and the actual or economic unavailability of necessary labor, materials or manufacturing facilities.
8. **CANCELLATION:** Seller shall not be obligated hereunder if, at the time Seller receives the purchase order from Buyer, the price or other terms and conditions hereof are grossly unfair to Seller or if Seller then determines that Seller cannot reasonably perform the obligations related to the purchase order. Seller may so notify Buyer and no contract shall exist between Seller and Buyer. Buyer may cancel a purchase order only upon payment of cancellation charges and shall take into account expenses already incurred and commitments made by Seller. All deposits are non-refundable. Return authorizations are required.
9. **GOVERNMENT CONTRACTS:** In the event that the purchase order herein solicited specifically states that the products or materials to be delivered hereunder are for the ultimate use of the United States Government under the terms of an existing primed contract, Seller agrees to comply with all mandatory provisions of the armed services procurement regulations covering competitive bid fixed price subcontracts. Government regulations which are suggested or permissible shall not be included in this contract unless specifically agreed to in writing by Seller. Seller shall not be bound by any terms of the Buyer which grant to the Buyer same or equal rights with the United States Government as required by government regulations. Seller shall not be deemed to have knowledge that such order involves other than a subcontract under a competitive bid fixed price prime contract unless specifically stated herein.
10. **GENERAL:** Issuance by Seller of its acknowledgement shall be deemed an acceptance of the purchase order of Buyer and any provisions in this Proposal or such acknowledgement which limit, add to, or modify in any way the provisions of the purchase order shall take precedence over and be effective in lieu of the provisions of the purchase order. In the event of any conflict or variance between any provisions of this Proposal, the purchase order or the acknowledgement, the provisions of the acknowledgement shall govern unless a court shall construe the terms of the acknowledgement to materially alter the terms or the purchase order, or unless there was or is an objection to any changes or additions to the purchase order by the acknowledgement, or unless the purchase order expressly limits acceptance to the terms of the purchase order, in which circumstances then the acceptance evidenced by the acknowledgement is expressly conditioned on the Buyer's assent to the additional or different terms contained in the acknowledgement. Acceptance by Buyer of delivery of goods covered by the purchase order and acknowledgement shall be deemed as assent to all of the terms and conditions of the Proposal and acknowledgement; usage of the trade, merchant standards or non-merchant standards notwithstanding. No waiver, authorization or modification of the provisions on the face or reverse side hereof, or the acknowledgement, may be made by anyone except an executive officer of Seller. This sale and all matters relating from it shall be construed under the laws of the State of Ohio. (CA 88 4B)