

# STANDARD TERMS AND CONDITIONS OF SALE

## Effective January 1, 2016

**1. AGREEMENT--**These terms and conditions and Seller's documents to which such terms and conditions are attached, affixed, or incorporated by reference, constitute the final, complete and exclusive agreement between Buyer and Seller as to the sale of the goods contemplated ("Agreement"), and supersede all prior or contemporaneous oral or written agreements with respect to the same. All purchases by Buyer, or any agent thereof, and all sales by Seller are expressly limited to and conditioned upon acceptance of this Agreement. Any modification, or attempted modification, of this Agreement by Buyer, and any terms additional to or different from this Agreement whether contained in Buyer's purchase order, any other document responding to any written or oral communication of an offer by Seller, or subsequent documents, purchase orders or acknowledgment requests provided by Buyer relating to any written or oral communication of an offer by Seller, are hereby objected to and rejected by Seller unless conspicuously and expressly assented to in writing and signed by Seller and Buyer. To the extent there is any conflict between the printed terms and conditions of this Agreement and the typed or written terms and conditions attached, affixed, or incorporated by reference hereto or herein, the typed or written terms and conditions attached, affixed, or incorporated by reference hereto or herein, shall control. In the event that these terms and conditions or are deemed to be an acceptance of a prior offer by Buyer, such acceptance is limited to the express terms contained herein. Buyer may not cancel any order for goods without Seller's prior written approval, which approval Seller may withhold in its sole discretion. Finally, Buyer acknowledges and agrees that it has not been induced to enter into this Agreement by any oral or written representation, guaranty or warranty made by Seller, its employees, agents or representatives other than as expressly set out in this Agreement.

**2. WARRANTY--** Seller warrants that (A) the goods will be free from material defects in materials and workmanship on non-electrical items and from material defects in materials on electrical items for a period of one (1) year from the date of installation; and (B) the goods will be free from material defects in workmanship on electrical items for a period of six (6) months from the date of installation; provided, however, that Buyer must notify Seller of defective goods and Buyer shall not return such defective goods to Seller before Seller issues to Buyer a Return Materials Authorization Number. Buyer's remedy for a breach of the warranty set forth in this Section 2 is limited to repair or replacement of the defective goods and, specifically, does not include removal, installation, or transportation charges relative to such defective goods. Notwithstanding anything to the contrary, the warranty set forth herein shall be null and void if any third party is allowed to repair, move or otherwise handle such defective goods, without Seller's prior written consent or if Buyer uses an incorrect voltage in connection with the use of the goods.

SELLER HEREBY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE GOODS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL OTHER WARRANTIES OF SELLER, EXPRESSED OR IMPLIED, AND ALL REPRESENTATIONS, GUARANTEES, INSTRUCTIONS, PROMISES, DESCRIPTIONS AND SAMPLES FROM SELLER PERTAINING TO QUALITY OF THE GOODS, CONDITION, CHARACTERISTICS, PERFORMANCE OR OTHER MATTERS, AND ALL WARRANTIES OF SELLER WITH RESPECT TO ANY PATENT INFRINGEMENT INVOLVING THE GOODS ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, SELLER SPECIFICALLY, AND NOT BY WAY OF LIMITATION, DOES NOT WARRANT THE ACCURACY OR SUFFICIENCY OF ANY ADVICE OR RECOMMENDATIONS GIVEN TO BUYER IN CONNECTION

WITH THE SALE OF GOODS HEREUNDER, EXCEPT AS OTHERWISE EXPRESSLY REFLECTED IN THIS AGREEMENT.

**3. PATENT INFRINGEMENT--**For any and all goods made to Buyer's specifications, Buyer warrants to Seller that there is no patent or trademark covering them or that Buyer has a right to have the goods made under an existing patent, trademark or license for the same. Seller shall not be liable to Buyer if sued for infringement of any patent, trademark or the like in connection with any goods made to Buyer's specifications. Buyer shall indemnify, defend and hold Seller and its affiliates, including their respective officers and employees, harmless from and against any and all claims, losses, liabilities, damages or expenses (including reasonable attorneys' fees and expenses) of any kind or nature, which shall directly or indirectly arise from or relate to a claim that the goods infringe upon the intellectual property rights of a third party. Buyer assumes all responsibility for, and Seller shall not be liable for, use of any goods either alone or in combination with any other products or in the operation of any process, and for the use of any design, trademark, trade name, or part thereof appearing on the goods at Buyer's request.

**4. LIMITATION OF SELLER'S LIABILITY--**IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. Seller's liability and Buyer's exclusive remedy for any cause of action arising in connection with this Agreement or the sale or use of the goods, whether based upon negligence, strict liability, breach of warranty, breach of contract or equitable principles, is expressly limited to, at Seller's option, replacement of, or repayment of the purchase price for the portion of the goods with respect to which damages are established. Except with respect to a warranty claim in accordance with Section 2, all claims of any kind arising in connection with this Agreement or the sale or use of the goods shall be deemed waived unless made conspicuously and expressly in writing within thirty (30) days from the date of Seller's delivery, or the date fixed for delivery in the event of non-delivery. Any claim shall be subject to Seller being provided a reasonable opportunity to investigate the goods subject to any claim. In addition, notwithstanding anything to the contrary, Seller's maximum liability to Buyer pursuant to this Agreement, regardless of the theory on which any claim is based, shall not exceed the aggregate amount of the total purchase price of the goods sold pursuant to this Agreement.

**5. INDEMNITY--**Buyer assumes all risks and liabilities arising from the use, misuse or disposition of the goods or the use of the goods in combination with other materials, including, but not limited to liability for any environmental damage and liability associated with employee or consumer health and safety. Buyer shall indemnify, defend and hold Seller and its affiliates, including their respective officers, employees, and assigns, harmless from and against any and all claims, losses, liabilities, damages or expenses (including reasonable attorneys' fees and expenses) of any kind or nature, which shall directly or indirectly arise from or relate to any such claim, loss, liability, damage or expense, including, but not limited to, any personal injury (including death) or property damage, which may directly or indirectly be caused by or result from the handling, storage, installation, sale, delivery, application, use or disposition of the goods, except to the extent caused by the gross negligence or willful misconduct of Seller. This Section 5 shall survive shipment of goods or termination of this Agreement, is for the benefit of and shall be enforceable by Seller, and its officers, employees, and assigns and shall not be exclusive of any other representatives and warranties made by Buyer, whether express or implied.

**6. TITLE; RISK OF LOSS; ACCEPTANCE--**Title and risk of loss in all goods sold pursuant to this Agreement and all liabilities attendant thereto shall pass to Buyer upon Seller's delivery to carrier at Seller's

location. Buyer shall inspect the goods delivered by Seller immediately upon delivery. Claims for shortages or other errors must be made within ten (10) days from the date of shipment.

**7. CREDIT**--Seller's duty to sell and deliver the goods to Buyer, and Buyer's right to purchase the goods from Seller hereunder, shall at all times remain subject to the continuing approval of Buyer's credit worthiness by Seller. No representation or guarantee is made of any particular credit arrangement under this Agreement. Without limitation of the foregoing, Seller reserves the right to sell goods to Buyer on pre-paid, COD, standby letter of credit, or other secured or collaterally assured basis acceptable to Seller in its sole discretion. Without limiting Seller's rights and remedies hereunder, if Buyer fails to pay any amount when due hereunder or if Seller requests assurances, or further assurance, of Buyer's credit worthiness, Seller may terminate this Agreement, demand different credit terms, or impose different requirements for collateral assurance of payment. Any such demand may be made orally at Seller's election. Unless Buyer's credit is approved by Seller, full cash payment shall be due prior to shipment of goods by Seller.

**8. PRICE AND TERMS**--A. Prices are firm for goods that are on order unless the shipping date is beyond six (6) months from the date Buyer placed the order. Notwithstanding anything to the contrary, (i) standard list prices for goods are subject to change without notice; (ii) all of Seller's clerical errors are subject to correction; and (iii) all prices are FOB shipping point, no freight allowed. Unless otherwise provided in this document, payment terms for U.S. domestic sales shall be net cash without setoff, due thirty (30) days from date of Seller's invoice, subject always to Section 7; and payment terms for U.S. export sales shall require prepayment in U.S. Dollars in accordance with Seller's instructions, unless alternate payment terms are agreed to by Seller.

B. Buyer agrees to pay late charges of one and one-half percent (1 ½%) per month on any unpaid balances more than thirty (30) days overdue and to reimburse Seller for all costs and expenses, including attorney fees, incurred in collecting any overdue amounts or representing Seller's interests in any matter, case or tribunal in connection with this Agreement.

**9. TAXES**--Buyer shall pay any sales, use, value added, excise, gross receipts, gross income, business, occupation or other present or future taxes, duties or assessments of a governmental authority on the sale, purchase, delivery, transport, use or storage of, or otherwise in connection with, goods sold by Seller to Buyer, as well as any fine, penalty or interest thereon, incurred as a result of Buyer's acts or omissions. Upon demand by Seller, Buyer shall supply to Seller copies of evidence of payment of or exemption from any taxes, duties or assessments which Buyer is obligated to pay.

**10. FORCE MAJEURE**--In the event of war, fire, flood, strike, labor trouble, breakage of equipment, accident, riot, act of governmental authority, act of God, commercial impracticability, or contingencies beyond the reasonable control of Seller interfering with the production, supply, transportation or consumption practice of the Seller at the time respecting the goods covered by this Agreement or Seller's ability to maintain or change the price, payment terms, transportation terms or minimum requirement per shipment; or in the event of inability to obtain on terms deemed by the Seller to be practicable any raw material (including energy source) used in connection therewith, quantities so affected shall be eliminated from this Agreement without liability, but this Agreement shall otherwise remain unaffected. Seller may, during any period of shortage due to any of said causes, allocate its supply of raw materials among its various uses (e.g., manufacturing and sales) in such manner as Seller deems practicable and allocate its supply of such goods among such various uses in any manner which, in the opinion of the Seller, is fair and reasonable. In addition, Seller shall have the right to terminate any order of Buyer without liability if, for any reason, Seller or its raw material supplier(s) temporarily or permanently shuts down or curtails production of the plant or source at which the goods are manufactured or processed or at which raw materials are procured, or if any change in circumstance, foreseeable or unforeseen, causes Seller to incur a loss in connection with the sale of the goods to Buyer hereunder.

**11. GOVERNING LAW; VENUE**--This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America, without reference to its conflict of laws principles. THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS EXPRESSLY SHALL NOT APPLY IN ANY MANNER TO THIS AGREEMENT OR THE TERMS AND CONDITIONS OF SALE. Venue for any action initiated under this Agreement shall lie in the Court of Common Pleas of Butler County, Pennsylvania and the parties hereby waive any and all defenses they may have to such court having exclusive venue and jurisdiction over the parties in such action.

**12. COMPLIANCE WITH LAW; EXPORT CONTROL**--Buyer shall comply with all federal, state, local or foreign laws, statutes, rules, regulations and other similar or dissimilar requirements of any governmental or quasi-governmental entity in connection with the handling, storage, sale, delivery, application, use or disposition of the goods. Except for noncompliance caused solely by Seller, Buyer shall indemnify, defend and hold Seller and its affiliates harmless from any and all liability of whatever kind or nature, which Seller may become subject as a result of Buyer's failure to so comply with such laws, statutes, rules and regulations and other requirements. Specifically, the Buyer acknowledges that the goods provided under this Agreement may be subject to U.S. export laws and regulations, and if applicable, Buyer agrees that it will not use, distribute or transfer any goods, except in compliance with such laws and regulations.

**13. WAIVER AND SEVERABILITY**--Failure of Seller to exercise any of its rights under this Agreement shall not waive its right to exercise the same on another occasion. If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions or application of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable. If such invalidity becomes known or apparent to Buyer and Seller, Buyer and Seller agree to negotiate promptly in good faith in an attempt to make appropriate changes and adjustments to achieve as closely as possible consistent with applicable law, the intent and spirit of such invalid provision.

**14. ASSIGNMENT**--Buyer shall not assign, transfer, convey or delegate its respective rights, obligations and duties under this Agreement without the prior written consent of Seller and any such purported assignment, transfer, conveyance or delegation shall be null, void and of no force and effect.

**15. CLAIMS**--If any claims or legal proceedings are asserted or instituted by Seller to enforce its rights and remedies under this Agreement, such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to Seller at law or in equity.

**16. MISCELLANEOUS**--Section headings herein are for convenience only and shall not be used in defining or construing any terms and conditions set forth herein. Unless the context indicates otherwise, singular words shall include the plural and vice versa; words importing person shall include firms, associations, partnerships and corporations, including public bodies and governmental entities, as well as natural persons; the masculine shall be deemed to include the feminine and vice versa. In no event shall the parties to this Agreement or the transactions contemplated hereunder constitute a partnership or joint venture between Buyer and Seller with respect to the subject matter hereof, and neither party shall owe the other party any fiduciary duty or obligation hereunder.