

NORTHRICH COMPANY



TERMS AND CONDITIONS OF SALE

- 1. ACCEPTANCE.** This purchase transaction will not constitute a contract, actual and/or implied, until Purchasers' purchase order is accepted by the Seller in writing. Quotation prices will only be maintained if the Purchaser orders the equipment within thirty (30) days of date of the Quotation and the equipment is shipped within six (6) months of the date of Quotation. Thereafter, prices are subject to increase by the Seller. The terms and conditions contained herein are the only terms upon which the Seller will accept orders. Any additional or contrary terms of the Purchaser are hereby rejected, unless specifically agreed to by the Seller in writing.
- 2. TITLE.** Upon request of Seller, Purchaser hereby agrees to execute any and all documents, including security agreements and/or financing statements, which may be necessary in order for Seller to perfect and maintain a security interest in and said goods under the applicable provisions of the Ohio Uniform Commercial Code or the Uniform Commercial Code of any other applicable jurisdiction, until the price of the equipment is fully paid.
- 3. TERMS OF PAYMENT.** All payments due to Seller hereunder shall be promptly paid as agreed. Unless otherwise specified in the quotation, the terms of payment shall be net thirty (30) days. A charge of 1-2% interest shall be added per month on all over due invoices. In the event that suit shall become necessary to institute collection, Purchaser shall be responsible for reasonable attorneys' fees and legal costs, as well as the 18% interest due from the date the original amount was due. In the event that Purchaser requests that shipment and installation of the equipment be delayed beyond the later of six (6) months after the date of the Quotation or the agreed upon shipment date, if any, the Seller may invoice the Purchaser for the full sales price of the equipment, payable net thirty (30) days on the original shipping date, and the Seller, may charge the Purchaser for the costs of storing the equipment until shipment, whether such storage is on the Seller's property or on the property of a third party.
- 4. TAXES.** Any taxes with the Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the goods covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of Purchaser who shall promptly pay the amount thereof to the Seller upon demand.
- 5. CREDIT APPROVAL.** Shipments and delivery shall at times be subject to the approval of Sellers Credit Department, seller shall have the right to refuse to make any shipments prior to the receipt of payment if in its sole judgment Seller shall so determine.
- 6. DELIVERY AND FRIEGHT.** Unless otherwise specified herein, all shipments made hereunder shall be f. o. b. Cleveland, Ohio. Purchaser hereby accepts the responsibility for any delays incurred in shipment for any reason whatsoever and authorizes Seller, as Purchasers' agent, to select the common carrier used for shipments. Purchaser agrees that seller shall not be liable for routing instructions, selection of carrier by Seller or any failure to perform on the part of such common carrier.
- 7. NOTICE OF INTENT TO FILE LIEN.** If a mechanic's lien may be filed for invoices for goods covered by this quotation, Purchaser is hereby notified that Seller intends to file such mechanic's lien on the premises where such goods were used, unless such invoices are paid according to their terms.

8. **DELAYS.** Seller shall be excused for any delay in performance due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantines, restrictions, mill conditions, strikes, differences with workmen, delays in transportation, unloading, routing, shortage of trucks, cars, fuel, labor or materials for any cause beyond the reasonable control of Seller. Seller shall not be obligated to honor any backcharges of Purchaser for any reason whatsoever, unless expressly agreed to in writing by Seller.
9. **WARRANTY BY MANUFACTURER.** Products are covered solely by the specific manufacturers' warranties, if any. The Customer, at the Customer's expense, is responsible for complying with all terms of any such manufacturer warranties, including without limitation, completion and return of any and all registration materials.
10. **DAMAGES AND RISK OF LOSS. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, LIQUIDATED DAMAGES SPECIAL OR INCIDENTAL DAMAGES ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF, THE SALE OF EQUIPMENT UNDER THIS CONTRACT, A BREACH OF THE WARRANTY PROVIDED HEREIN, OR ANY USE OR MISUSE OF THE EQUIPMENT, OR ANY ACT OR OMISSION ON THE PART OF THE SELLER.** Upon and after shipment of any goods covered by this order, Purchaser shall be deemed as insurer thereof and shall be responsible for the safe keeping of such goods and liable for and indemnifying and hold Seller harmless for damage, theft, loss or waste of goods so furnished. Purchase shall carry such insurance on such goods as is necessary to adequately protect Seller hereunder.
11. **BREACH OF TERMS.** In addition to the Sellers rights hereunder, in the event that the contract resulting from this offer is breached by Purchaser, Seller reserves the right to cancel this contract in whole or in part and recover all loss, damage and expense caused by such breach and, in addition, to pursue and all remedies either in law or equity, it may have as a result if such breach by Purchaser.
12. **REMEDIES.** The remedies herein reserved by Seller shall be cumulative and additional to any other or future remedies provided in law or equity. No waiver by Seller of any breach by Purchaser of any of the terms and conditions hereof shall constitute a waive by Seller of any other breach or wavier of such terms and conditions. A failure to delay by seller in exercising any right, power or privilege hereunder will not operate as a wavier thereof, nor will a single partial exercise thereof preclude any other or future exercise of same.
13. **BANKRUPTCY OR INSOLVENCY BY PURCHASER.** If any proceedings are instituted by or against Purchase under any insolvency or bankruptcy act or a receiver be appointed or ordered to dispose of Purchasers' business or property or if Purchaser makes an assignment or conveyance for the benefit of creditors or if the contract resulting from acceptance of this offer be breached by Purchaser, thereupon and forthwith, all right, title and interest in and to such good shall automatically revert to and remain in Seller.
14. **GOVERNING LAW.** This transaction is to be construed according to the laws of the State of Ohio. Purchaser hereby consents to the exclusive jurisdiction of the courts of the State of Ohio and the United States District Court for the Northern District of Ohio for purposes of any suit, action or other proceeding arising out of this transaction.
15. **NON-ASSIGNMENT.** Purchaser shall not assign the contract without Sellers' written consent. Any such attempt at assignment without such written consent of Seller shall be wholly void for all purposes.
16. **DIVISIBILITY.** If any provision or part of these terms and conditions shall be held invalid or unenforceable, the remainder of such terms and conditions shall nevertheless be deemed valid and binding upon the parties hereto.
17. **ENTIRE AGREEMENT OF THE PARTIES.** The Contract resulting from acceptance of this offer contains the entire agreement between the parties and no representatives, statements or executory agreements hereinafter made shall be binding unless in writing and signed by the parties hereto.