

*This agreement is to be governed by the laws of the State of Ohio*

1. **Price** agreed upon at time of order entry is subject to change. Prices of finished product, transportation, and packaging materials in effect at time of shipment will prevail unless otherwise agreed to, in writing, by all parties to this contract.
2. **Delivery/Shipments** – Seller shall not be liable for damages for default or delay in production or delivery for causes beyond his control including, but not limited to, an accident to or breakdown of his equipment, labor disputes, embargoes, acts of God, supplier delays, government restrictions, fire, riot, war, or carrier delays.
3. **Cancellations** – Orders may be cancelled or deliveries deferred only upon condition that the buyer assumes immediate liability and makes payment for all work completed and in process. Such charges shall include raw material, unamortized tooling, handling, overhead, packaging materials, and production costs. Such charges to be determined at time of cancellation or deferment.
4. **Taxes** – All sale and/or use taxes and Customs duties imposed by Federal, state, county or municipal authority upon seller's transfer and delivery of merchandise hereunder shall be paid by the buyer.
5. **Tooling** – Tools, dies, gauges, fixtures are an integral part of the manufacturing process and will remain the sole property of the seller. As a proprietary item, payment by the buyer, whether quoted separately or not, conveys neither ownership nor the right of removal from the seller's plant.
6. **Damage in Transit** – Upon receipt of shipment, buyer is required to visually inspect condition of product(s) received and note any discrepancies on carrier's paperwork. Shortages, rust, loose bundles, bent bars, bars telescoping from cardboard tubes, broken wooden boxes, visible damage to surface of product must be noted on carrier's papers. Photographs of loads arriving with visible damage are recommended and serve as proof of any damage in transit claim. Signing carrier's papers without exception indicates that the buyer agrees that the shipment arrived in good condition. In all cases where visible damage is observed, the seller must be notified as soon as possible to initiate a claim against the carrier.
7. **Claims** – Buyer is required to notify seller of any discrepancies between product(s) purchased by buyer and product(s) furnished by seller within 15 days of receipt of said product(s). Buyer will make all product(s) involved in such a claim available to seller for inspection, testing, etc. Charges for repair, inspection, or testing by buyer will not be honored on those products further processed by buyer resulting in change of dimensions or characteristics from products ordered.
8. **Terms of Payment** are 30 days net less discount of ½ of 1% of the invoice value of material only, for payment within 10 days of invoice date, unless otherwise prescribed by seller's credit department.
9. **Blanket Orders** will be accepted for a period of no more than twelve (12) months and must clearly state the specific time such orders will be in force.
10. **Shipments** made by seller are F.O.B. Valley City, Ohio, unless otherwise agreed to and so stated on the seller's order acknowledgement.
11. **Surcharges** imposed by seller's material, transportation, or sub-contract suppliers will be for buyer's account. These surcharges include but are not limited to scrap, various alloying elements, natural gas, electricity, and fuel. Surcharges in effect at time of order placement will be communicated to buyer but may increase or decrease during order processing and thus may differ at time of shipment.
12. **Warranty** – the only warranty given by seller is to replace any material sold under this order and proved to be defective, or at seller's option, to allow credit for the purchase price of such defective material less scrap value, provided in any case notice thereof is received within 30 days after shipment and said defective material is in the possession of original consignee. Seller will furnish material to the requirements specifically detailed in this order or governing specification except that machinability or non-machinability will not be recognized as a basis for rejection. Seller shall have no liability for further processing of product provided hereunder no matter if said work is performed by consignee or subcontractors, or any liability whatsoever by reason of any warranty, expressed or implied, other than as stipulated above.