

ENGINEERED HARDWARE, LLC

TERMS OF SALE

All sales by ENGINEERED HARDWARE, LLC an Ohio limited liability company (“Seller”) are expressly limited to and made conditional upon the terms and conditions herein. Any of the Buyer's terms, in addition to or different from those contained herein, whether added to this form or contained in any purchase order, acknowledgment, or confirmation prepared or submitted by Buyer, are hereby objected to, and are of no effect. Buyer’s ordering or accepting any goods ordered from Seller, pursuant to Seller’s standard order form or otherwise (referred to herein as the “Order”), or Buyer’s making payment under any Order or any invoice related thereto, will be deemed acceptance of these Terms of Sale.

1. Payment. All payments shall be in legal tender of the United States of America and will, unless otherwise expressly agreed upon in writing, be due at the time that the Order is placed. In the event Buyer fails to make payment in full within the applicable time period, such failure to pay on time constitutes a material breach of this contract by Buyer, and permits Seller to suspend further delivery under any Order or other contract between Buyer and Seller. If Seller must take legal action or file an arbitration to collect any amounts due hereunder, Buyer shall pay all court costs and/or arbitration costs and fees (including reasonable attorney's fees) incurred by Seller in bringing and prosecuting such action.
2. Prices. The prices set forth on the Order are firm prices, and are not discountable unless expressly stated by Seller.
3. Taxes. All prices are quoted exclusive of taxes. All taxes applicable to any order placed hereunder (including but not limited to Ohio or other applicable sales or use taxes) are additional and, to the extent legally permissible, will be paid by Buyer.
4. Shipping. All prices are f.o.b. Seller’s facility. Unless otherwise expressly agreed upon by the parties, all products ordered hereunder will be shipped via UPS Ground, and all freight and shipping costs shall be the responsibility of Buyer. Upon delivery of any goods sold hereunder to a common carrier, or to Buyer or Buyer's agents or representatives, risk of loss or damage to such goods will pass to Buyer, and Seller shall have no further liability therefore.
5. Finance Charge. A finance charge of the lesser of: (a) 2% per month; (b) 18% ANNUAL PERCENTAGE RATE; or (c) the highest rate permitted by law, shall be charged on all amounts unpaid 30 days after the date of invoice.
6. Force Majeure. Seller shall not be deemed to be in default of any of its obligations hereunder due to any delays caused by acts of God, fires, floods, strikes, work stoppages, equipment failure, accidents, governmental controls or regulations, shortages of labor or materials, or any other cause beyond its reasonable control.
7. Inspection and Claims. It is Buyer's obligation to inspect all goods upon receipt. All claims of any nature shall be barred unless notice thereof is given to Seller, in writing by certified or registered mail, postmarked within ten (10) days after receipt of the goods, and the goods relating to such claims are held intact and properly protected, unless instructed otherwise by Seller, pending inspection by Seller’s authorized inspector. FAILURE TO NOTIFY

SELLER OF ANY NON-CONFORMANCE WITHIN 10 DAYS OF RECEIPT OF ANY GOODS SHALL CONSTITUTE ACCEPTANCE OF SUCH GOODS AND WAIVER OF ALL CLAIMS WITH RESPECT TO ANY NON-CONFORMANCE.

8. Buyer's Insolvency. Seller will have the unrestricted right to cancel, withhold, or delay its performance or delivery hereunder in the event of the happening of any of the following or any other comparable events, in which event Seller will have no liability for any losses or damages claimed by Buyer: (a) Buyer's insolvency or commission of an act of bankruptcy; (b) commencement of proceedings by, for or against Buyer under any law relating to bankruptcy or the relief of debtors; (c) the appointment of a receiver or trustee for Buyer; (d) the execution by Buyer of an assignment for the benefit of the creditors; and (e) the determination by Seller, in its sole judgment, that Buyer's financial condition is such as to endanger its performance hereunder.
9. Limited Warranty. As set forth in its express written warranty, a copy of which is available on Seller's website, Seller warrants its products against defects in materials and workmanship for a period of five (5) years from the original date of purchase. THE AFORESAID IS THE ONLY WARRANTY GIVEN BY SELLER. EXCEPT TO THE EXTENT BUYER IS A CONSUMER WHO PURCHASED SELLER'S PRODUCT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, THERE ARE NO IMPLIED OR STATUTORY WARRANTIES GIVEN BY SELLER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY SPECIFICALLY EXCLUDED. IF BUYER IS A CONSUMER WHO PURCHASED SELLER'S PRODUCT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, THE AFORESAID IMPLIED OR STATUTORY WARRANTIES ARE LIMITED TO THE DURATION OF SELLER'S EXPRESS WARRANTY DESCRIBED ABOVE.
10. Limitation of Remedy. BUYER'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY GOODS FURNISHED BY SELLER HEREUNDER THAT ARE FOUND TO BE DEFECTIVE OR OTHERWISE NOT IN CONFORMITY WITH ANY WARRANTY OR THIS CONTRACT SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION: (A) REPAIR OR REPLACEMENT OF ANY DEFECTIVE OR NON-CONFORMING GOODS; (B) A CREDIT TO BUYER'S ACCOUNT FOR SO MUCH OF THE PURCHASE PRICE AS RELATES TO ANY DEFECTIVE OR NON-CONFORMING GOODS; OR (C) A REFUND TO BUYER OF THE PORTION OF THE PURCHASE PRICE RELATING TO ANY DEFECTIVE OR NON-CONFORMING GOODS.
11. Limitation of Liability. SELLER'S LIABILITY WITH RESPECT TO ANY BREACH HEREUNDER OR RELATING TO ANY GOODS SOLD PURSUANT HERETO, SHALL BE LIMITED TO THE AMOUNT PAID BY BUYER FOR ANY DEFECTIVE OR NON-CONFORMING GOODS. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY CLAIMS FOR LOST PROFITS EVEN IF SELLER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.
12. Complete Agreement. These Terms and Conditions constitutes the entire and only agreement between the parties hereto and any negotiations, representations, affirmations of fact, and courses of prior dealings, promises or conditions in connection therewith if not expressly incorporated herein shall not be binding upon Seller. No waiver, alteration or

modification of any of the provisions hereof shall be binding unless in writing and signed by a specifically authorized representative of Seller.

13. Arbitration. Any dispute arising between the parties hereto shall be resolved by arbitration in Cleveland, Ohio, by the BBB in accordance with the BBB Rules of the Arbitration, and the award of the arbitrator(s) shall be final and binding upon the parties.
14. Limitation of Action. In no event may any claim by Buyer arising from or relating to any agreement, order or sale of any goods or services referenced herein be brought more than one (1) year after the date of delivery or the date such claim arose, whichever shall be earlier.
15. Non waiver. No waiver or failure to enforce compliance with the terms hereof by Seller shall constitute a waiver of Seller's rights to thereafter insist upon strict compliance with the terms and conditions set forth herein.
16. Controlling Law. Any contract arising hereunder or relating hereto shall be deemed made in the State of Ohio, without regard to its conflict or choice of law provisions.
17. Headings. The headings used in this Agreement are solely for the convenience of the parties and shall have no force or effect upon the interpretation of any provision hereof.