

## 1. General

**A.** The following terms and conditions shall apply to all sales including but not limited to products, all forms of technical information, assistance, and advice as well as all forms of services, labor and equipment performed, supplied and/or sold by Consolidated Ceramic Products, Comat â, Vision Engineered Products, and C Systems divisions of CCPI Inc., (jointly referred to herein as CCPI Inc.)

**B.** All CCPI Inc. proposals, all acceptances of Purchaser's orders and all sales by CCPI Inc. Are expressly limited to, and expressly made conditional upon the Purchaser's acceptance and assent to the Standard Terms and Conditions of Sale as set forth herein, notwithstanding receipt of, or acknowledgement of, the Purchaser's order form or specifications containing additional or different provision or conflicting oral representations by any agent or employee of CCPI Inc. No waiver, change or modification of any terms or conditions herein shall be binding upon CCPI Inc. unless made in writing and signed by an officer of CCPI Inc. No course of dealing or usage of trade shall be relevant to explain or supplement any terms expressed herein.

**C.** The terms of the Purchaser's Purchase Order shall not change, enlarge, or modify CCPI Inc.'s liability or obligations.

## 2. Selection of Applicable Law

**A.** The validity, performance and construction of any agreement between Purchaser and CCPI Inc. or the terms and conditions set forth herein shall be governed by the laws of the State of Ohio.

**B.** Every Contract of Sale shall be subject to all applicable state and federal statutes and regulations.

## 3. Terms of Payment

**A.** All prices are subject to change without notice. Terms are thirty (30) days net from date of invoice.

**B.** A finance charge at a periodic rate of one and one-half percent (1 1/2%) per month will be attached to unpaid invoices over thirty (30) days old. Said interest shall commence from the date of the invoice.

## 4. Delivery

Any time of delivery quoted to Purchaser is from date of receipt of all necessary information and approvals by Purchaser. Any delay in delivery of any installment shall not relieve Purchaser of its obligation to accept remaining deliveries. CCPI Inc. shall not be liable for damages and Purchaser shall not cancel Contract as a result of any delay due to any cause beyond CCPI Inc.'s reasonable control, including but not limited to, acts of God or public enemy, fire, explosion, flood, drought, war, riots, sabotage, vandalism, accident, plant accidents, shortage or failure of supply of materials or equipment, breakdowns, shutdowns for repairs, labor shortage, strikes, due to regulations of federal state or local government. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. All shipments, unless otherwise specified, shall be FOB shipping point and the Purchaser assumes responsibility for damage or loss in transit. CCPI Inc. shall not be responsible or liable by reason of the mode or route of shipment.

## 5. Returns

If a Purchaser for any reason, wishes to cancel an order, such cancellation shall only be with the written consent of CCPI Inc., and then only after payment is made to CCPI Inc., for all costs incurred which shall include but not be limited to material, labor, overhead, and reasonable profit not to exceed the aggregate purchase price specified by CCPI Inc. in furnishing the items under each order. No special materials or equipment may be returned.

## 6. Taxes

Any taxes, assessments or other charges which CCPI Inc. may be required to pay to any government, upon the sale, production or transportation of the goods sold hereunder during the term of this Contract shall be added to the price specified herein and become the sole responsibility of Purchaser.

**7. Equipment Use Agreement** - In the instance that CCPI Inc. allows a Purchaser of its products to use equipment supplied by CCPI Inc. for any use, the Purchaser hereby acknowledges that said equipment is, on the date of this Agreement, in good operating condition and hereby agrees that:

**A.** Purchaser will use said equipment only for the purpose intended by CCPI Inc. in conjunction with products purchased from CCPI Inc., and the Purchaser will use reasonable care at all times to prevent damage to said equipment while same is in his custody under the provisions of this Agreement. Upon termination of this Agreement Purchaser agrees to surrender and return such equipment to CCPI Inc. in as good order and condition as when received from CCPI Inc. hereunder, ordinary wear and tear excepted.

**B.** Purchaser will not encumber or remove said equipment, or do, or suffer to be done, anything whereby said equipment or any part thereof shall be ceased, taken in execution, attached, destroyed or injured, or by which the title of CCPI Inc. thereto may in any way be alternated, destroyed or prejudiced.

**C.** Purchaser shall indemnify and save harmless CCPI Inc. from and against any and all liability for loss, damage, injury, or other casualty to person or property resulting directly or indirectly from the use, existence or location of said equipment, whether such loss, damage, injury, or other casualty arises from negligence or otherwise and whether due to imperfection of said equipment or any part thereof, whether latent or patent, or at any fault in the installation thereof.

**D.** Purchaser agrees by acceptance of these terms and conditions that it will maintain such insurance as CCPI Inc. may require to adequately protect itself and CCPI Inc. from claims for personal injuries and property damage arising directly or indirectly from operations under this order and it shall be liable to CCPI Inc. for failure to maintain such insurance. Purchaser agrees to furnish to CCPI Inc. upon request, certificates evidencing such insurance before work is started.

**E.** The right of Purchaser to possession and use of such equipment shall continue only so long as the equipment is used for a purpose in connection with products purchased from CCPI Inc. Upon the termination of such purchases the right of the Purchaser herein shall terminate and CCPI Inc. shall have the right to enter the premises of the Purchaser and remove all of the said equipment; and in connection therewith, dismantle or remove any portion of any buildings, driveway or other improvement necessary to enable CCPI Inc. to remove said equipment without liability for doing so.

## 7. Warnings

If the purchase is one of fuel fired equipment, its control and accessories, there will always exist an explosive and fire hazard. To minimize such hazard, this equipment must be, installed, operated or maintained in accordance with the appropriate instructions, as revised from time to time. The improper installation or application of the equipment or goods, their use with improper ventilation, piping, or wiring; inadequate inspection or testing, the lack of careful, regular maintenance of both the goods and equipment in connection with the goods that are used; the lack of careful supervision, qualified employees, proper warnings, and proper safety precautions; the exposure of the goods or equipment to an improper atmosphere (excess heat, dirt, corrosion), constitutes a hazard which can result in loss of life, serious injury or property damage. Purchaser agrees with CCPI Inc. to take it upon itself and require others to take all reasonable measures to avoid each such hazard. Purchaser agrees to notify its employees, custom-ers, and users of the products, of the aforesaid warnings, and to deliver to its customers or users or employees all written warnings provided with each product by CCPI Inc.

## 8. Indemnity

In the event that any claim arises against CCPI Inc. from any act or omission of Purchaser, or due to the Purchaser's failure to notify of the warnings, terms and conditions as set forth above, the Purchaser agrees to indemnify and save CCPI Inc. harmless from and against all liability, loss, cost, and expenses (including attorney fees) arising out of any such claim.

## 9. Claims

All claims by Purchaser against CCPI Inc. that goods shipped do not conform to specifications, and all other claims made by Purchaser, must be in writing and received from CCPI Inc. within the warranty period and within ten (10) days of the date of Purchaser's detection of the defect. Failure to give such notice within such time period shall constitute a waiver by Purchaser of all claims with respect to such goods.

## 10. Warranty

**A.** CCPI Inc. warrants to the original Purchaser and not any other person or entity, for a thirty (30) day period from the date of shipment, to repair or replace any of the equipment or goods of its own manufacturer which is defective in material or workmanship so as not to perform the functions for which it is required. However, this warranty shall not exceed the cost of the materials. Under no circumstances will CCPI Inc. be liable for damages or claims with respect to any goods that Purchaser in any way or degree has processed or changed in dimensions or characteristics from that delivered.

**B.** CCPI Inc. guarantees to the original Purchaser that the products of its manufacturer will perform at rated capacity as stated only when properly installed, connected, started, operated and maintained in accordance with CCPI Inc.'s instructions, as revised from time to time, and when used for the applications specified and when used in the environments as specified or as limited. If the products are a part of a greater system, CCPI Inc. Accepts responsibility only for the products manufactured by it.

**C.** Goods or equipment not of company manufacture supplied in piece or as components to a system designed or sold by CCPI Inc., are not covered by this warranty. However, CCPI Inc. will extend to the Purchaser the benefit of such adjustment as is obtained from the manufacturer of that component or product. This warranty does not apply to damage caused during freight, misuse or abuse of the product, misapplication, consequential or incidental damage arising from the use of the product, or failure to follow the product instruction sheets.

THIS WARRANTY IS EXCLUSIVE. THE WARRANTIES HEREIN MADE BY CCPI INC., ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS ARE EXCLUDED HERE FROM AND SHALL NOT APPLY TO THE GOODS SOLD. THE PURCHASER'S EXCLUSIVE REMEDIES AND CCPI INC.'S ONLY OBLIGATIONS ARISING OUT OF AND IN CONNECTION WITH DEFECTIVE MATERIAL, EQUIPMENT OR WORKMANSHIP, WHETHER BASED ON WARRANTY, CONTRACT TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE ONLY THOSE STATED HEREIN.

## 11. Installment Warranty

In the event that CCPI Inc. installs the goods or equipment. CCPI Inc. warrants that its installation work shall be free from defects in workmanship and shall substantially conform to the contract specifications. If Purchaser believes this warranty has been breached, it must provide written notice to CCPI Inc. as soon as the defect becomes apparent, but no later than thirty (30) days from the completion of CCPI Inc.'s installation. After proper notice, CCPI Inc. at its option can either re-perform the installation by replacement or repair of the defective goods provided that Purchaser has stored and maintained the equipment in accordance with CCPI Inc.'s instructions and provided CCPI Inc. is further given the opportunity to inspect and test the products and installation work within two (2) weeks (fourteen (14) days) from the date the defect became apparent.

## 12. Limitation of Liability

**A.** It is expressly agreed that the liability of CCPI Inc. is limited and that CCPI Inc. does not function as an insurer. Purchaser agrees that no other remedy (including, but not limited, incidental or consequential damages for lost profits, lost sales, lost production, downtime, overhead, labor, injury, or damage to person or property, spoilage or any other incidental or consequential loss) shall be available to Purchaser. The liability of CCPI Inc. shall be limited to the lesser of the actual loss, harm, or damage suffered, but in no way to exceed the value of the product purchased.

**B.** This LIMITATION OF LIABILITY article shall apply to and prevail over any and all provisions contained in any of the documents comprising agreements between the parties.