

Rusach International

Terms and Conditions of Sale

(1) Acceptance. We accept your order upon the express condition that you agree to accept and be bound by the terms and conditions set forth herein and in the accompanying Acknowledgement. Shipment by Seller and acceptance by Buyer of, or payment for, all or any part of the articles covered by this Sales Order (the "Articles") shall constitute acceptance by Buyer of this Sales Order and all the terms hereof. Prior to acceptance by Buyer, Seller may withdraw or modify this Sales Order.

(2) Full Agreement. The agreement between Seller and Buyer (the "Sales Contract") with respect to the Articles shall consist of the terms and conditions contained in the accompanying Acknowledgement and this Sales Order together with any additions to or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order, or any other communication from Buyer to Seller unless specifically agreed to by Seller in writing. Prior courses of dealing usages of the trade, and verbal agreements not reduced to a writing and signed by Seller, to the extent that they modify, add to, or detract from the Sales Contract, shall not be binding on the Seller.

(3) Modification. Except as provided herein, the terms of the Sales Contract may not be modified, terminated or repudiated, in whole or in part, except by a writing signed by Seller and Buyer. Seller may, at its option, treat any attempted modification, termination or repudiation to which it does not assent as a breach of the entire Sales Contract and claim all proper damages and resulting, reasonable legal fees. If all or part of the Sales Contract is terminated by agreement of the parties, and if there is no contrary written agreement between Seller and Buyer, Buyer shall pay termination charges as follows: (a) the price provided in such order for all Articles assembled prior to the agreement by Seller to termination, plus (B) the actual expenditures made and liabilities incurred by Seller in connection with the uncompleted portion of the order, plus (c) a reasonable estimated profit on the uncompleted portion of the order.

(4) Purchase Price and Delivery. Unless provided to the contrary in the accompanying Acknowledgement, Buyer shall pay the purchase price in full within 30 days from date of shipment. Terms are F.O.B. Seller's place of business at Indianapolis, Indiana. Buyer shall pay all shipping costs and bear the risk of loss after Seller completes delivery to the carrier.

(5) Sales or Use Taxes. The price shown on the face hereof does not include any tax or other governmental charge upon the sale, shipment or use of the Articles which Seller is required to pay or collect from the Buyer. Any such tax or charge shall be paid by Buyer to Seller unless Buyer furnishes it with exemption certificates acceptable to the appropriate taxing authority.

(6) Time of Delivery. Shipment schedules are approximate and are based on conditions at the time of acceptance. Seller shall in good faith attempt to effect delivery by the date specified but shall not be responsible or liable for delays in or failure to make deliveries due to its ceasing to manufacture any Article or to causes beyond its control and not occasioned by its negligence. In such cases, Seller reserves the right to terminate the order or to reschedule delivery within a reasonable time. In no event shall Seller be liable for incidental or consequential damages resulting from failure to meet requested delivery schedules.

(7) Warranty. Seller warrants each new Article delivered under this Sales Contract, except those components and accessories expressly noted below, to be free from defects in material and workmanship under normal use and service for one year after the date of delivery to the Buyer. Seller's obligations under this warranty are limited exclusively to those set forth in the clause entitled "Seller's Exclusive Obligations" and are subject to the conditions set forth therein.

The warranty shall not apply to any Article which: (1) shall have been repaired or altered outside of Seller's factory in any way so as, in Seller's judgment, to affect such article's reliability; (2) has been subject to misuse, negligence, or accident; or (3) has been operated other than in accordance with the printed instructions prepared by Seller and provided by Seller with the article.

THE WARRANTY GIVEN IN THIS SECTION IS EXCLUSIVE. SELLER DOES NOT WARRANT MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR MAKE ANY OTHER WARRANTY OR AGREEMENT EXPRESS OR IMPLIED WITH RESPECT TO ANY NEW ARTICLES DELIVERED UNDER THE SALES CONTRACT. IF ANY MODEL OR SAMPLE WAS SHOWN TO BUYER, SUCH MODEL OR SAMPLE WAS USED MERELY TO ILLUSTRATE THE ARTICLE AND NOT TO REPRESENT THAT ANY ARTICLE DELIVERED HEREUNDER WOULD CONFORM TO THE MODEL OR SAMPLE.

(8) Seller's Exclusive Obligations. Seller's obligations with respect to any Articles delivered to Buyer under this Sales Contract are limited exclusively to repair or replacement or at Seller's option to a refund of the purchase price, of parts or Articles, which shall, within thirteen months after delivery to the Buyer, be returned to Seller in the manner set forth in this clause, and which Seller's examination shall disclose to its satisfaction either not to have conformed to the contract or to have been defective as specified in the Warranty clause.

All such Articles shall be returned to Seller at Indianapolis, Indiana, freight prepaid accompanied or preceded by a particularized statement of the claimed defect or non-conformity. Under such circumstances the risk of loss and freight charges both to and from Seller shall be borne by Buyer, but Seller shall bear the cost of repair or replacement and the risk of loss while the Articles are in its possession at Seller's plant. If Articles are returned without being preceded or accompanied by a statement of the claimed defect, Seller shall hold the Articles pending receipt of Buyer's instructions or a statement of defect, provided that, prior to such receipt, risk of loss of the Articles shall remain with the Buyer.



Every Challenge Has A Solution

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Terms and Conditions of Sale

Continued

THE REMEDY PROVIDED IN THIS SECTION IS THE EXCLUSIVE REMEDY FOR THE BUYER UNDER THE SALES CONTRACT. SELLER SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY ARTICLES DELIVERED UNDER THIS SALES CONTRACT.

(9) Force Majeure. Seller shall not be liable for failure to deliver or delays in delivery occasioned by strikes, labor disputes, fires and other natural disasters, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers, governmental acts and regulations, and other causes beyond Seller's control.

(10) Infringement. The Buyer will indemnify and hold Seller harmless against all damages, costs, expenses or attorneys' fees arising from claims of infringement of patents, designs, copyrights or trademarks with respect to all Articles manufactured or assembled either in whole or in part to Buyer's specifications. Seller further reserves the right to cancel any order for Articles the manufacture, sale, and/or use of which, in the opinion of Seller would infringe upon any patent, design, copyright or trademark.

Seller will hold Buyer harmless against any rightful claim of any third party by way of any infringement of any United States Patent by the Articles covered by the Sales Contract which are not either in whole or in part manufactured or assembled to the Buyer's specification; provided, however that the foregoing undertaking of Seller shall not apply unless Seller shall have been informed as soon as practicable by Buyer of the charge or suit alleging such infringement and shall have been given the opportunity to take over the defense thereof, and provided, further, that it shall not apply if the alleged infringement results from the use of the Articles in combination with Buyer's equipment. Except as in this paragraph provided, Seller makes no warranty that the Articles will be delivered free of the rightful claim of any third party by way of infringement or the like.

(11) Applicable Law. This Sales Contract shall be governed by the laws of the State of Indiana.

6-1-2017



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