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STANDARD TERMS AND CONDITIONS OF SALE

AGREEMENT OF SALE: Acceptance by Seller of any order placed for the good described on the reverse side hereof shall be subject to Seller's Standard Terms and Conditions of Sale and is conditioned upon the Buyer's acceptance of these Standard Terms and Conditions.

TERMS OF CONTRACT: Any terms or conditions of the Buyer's order which are inconsistent with these Standard Terms and Conditions shall not be binding on the Seller and shall not be considered applicable to the sale or shipment of goods covered by this Acknowledgment or Sales Contract. Unless Buyer shall notify Seller in writing to the contrary within ten (10) days after the mailing of this Acknowledgment or Sales Contract by Seller, acceptance of these Standard Terms and Conditions by Buyer shall be indicated and, in the absence of such notification, the sale and shipment by Seller of the goods covered hereby shall be subject to these Standard Terms and Conditions.

PRICES: Prices are subject to change to the extent permissible under applicable federal law. Sales contracts which call for delivery in the future will be billed at prices in effect at the time of shipment. Shipping weights shown are approximate and subject to change without notice. Prices of products do not include supervision of erection or adjustment after installation by Buyer. **MINIMUM BILLING ON ANY ORDER IS \$150.00 U.S. FUNDS.**

SHIPMENT AND PAYMENTS: All prices and shipments are F.O.B. the Seller's factory such that the risk of loss and risk of liability during shipment passes to the Buyer upon delivery of the equipment to the carrier. As discussed under the section, "Title and Ownership," the Seller shall retain title to the equipment. No freight is allowed on any shipments. Shipments and deliveries hereunder shall at all times be subject to the approval of Seller's Credit Department, and at any time Seller may require payment in advance or satisfactory security or guarantee that invoices will be promptly paid when due. If Buyer fails to comply with any terms of payment, Seller, in addition to its rights and remedies but not in limitation thereof, reserves the right to withhold further deliveries or terminate this Agreement, and any unpaid amount thereon shall become due immediately. Standard terms of payment are Net 30 days unless otherwise negotiated prior to placement of order. Special terms of payment shall be as set forth on the quotation, or acknowledgment for order.

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Buyer, payments shall become due on the date when the Seller is prepared to make shipment. If, in the judgment of the Seller, the financial condition of the Buyer at any time does not justify continuance of production or shipment on the terms of payment specified, the Seller may require full or partial payment in advance. Where the Buyer of the plant equipped is outside the territory of the United States of America, all remittances shall be made in U.S.A. funds. If the order is placed with complete specifications and instructions to fabricate, and then shipment is postponed by buyer, the order will be invoiced on date of shipment which was originally scheduled. If held for shipment, a charge may be made for storage in excess of four weeks after scheduled shipping date at the discretion of the Seller.

PARTIAL SHIPMENTS: The Seller reserves the right to ship and invoice units as manufacture of unit items is completed. Alternately, invoices may be rendered on net 30 day terms as unit items are completed, the equipment then being held for release by Buyer. It is sometimes necessary for certain instruments and/or controllers, etc., to be specially packed or for other reasons shipped separately, and therefore must be mounted in the panel at the job site. The Seller reserves the right to make exceptions to mounting such equipment in the panel before shipment, even though the Proposal is based on a completely assembled, piped and /or wired panel. The Seller will not accept any charges for labor and/or material required to unpack, mount in the panel, pipe and/or wire equipment shipped separately.

TITLE AND OWNERSHIP: The Seller shall retain title, and hold a lien against, the equipment furnished under the terms and conditions of this proposal until the full and final payment shall have been made to the Seller, by the Buyer. In the event of a default by the Buyer on any of the terms, payments or conditions which are on his part to be performed, then the Seller shall have the right, without notice, to repossess any or all of the above mentioned equipment wherever the same may be found, and in doing so, shall not be held as a trespasser.

DELAYS AND DEFAULTS: Where date of delivery is given, we will endeavor to make shipments as near the date as possible, but we cannot be held responsible for any loss or inconvenience caused by delay or failure to deliver. Delays or defaults in delivery by Seller of the goods covered by this Sales Contract shall be excused so far as the same is caused by fire, strikes, accident, governmental regulation, or any delays unavoidable or beyond reasonable control of Seller. ***In no event shall Seller be liable for any consequential, special, or contingent damages on account of any default or delay in delivery.***

ACCELERATED OR DELAYED PAYMENTS: There will be no reduction in price for payments more favorable to UniControl Inc. than the standard terms. If payments are not made in conformance with the standard terms, the quoted price shall, without prejudice to the right of UniControl Inc. to immediate payment, be increased by an amount equal to the lesser of 1 ½ percent per month or fraction thereof on the unpaid balance or the highest legal rate.

NON-CANCELLATION: Orders are not subject to suspension, reduction, or cancellation, except on terms that will indemnify Seller against loss.

RENEGOTIATION: Unless advised by Buyer in writing, Seller understands that Buyer's order and this Sales Contract are not renegotiable under the Renegotiation Act of 1951.

SPECIFICATIONS: Seller relies on specifications and other data furnished by the Buyer, an architect, contractor, or consulting engineer in all phases of the work covered by this Sales Contract. Seller shall be responsible to check quantities only. Alterations

to or changes in specifications, approval of samples, changes in delivery instructions and all other instructions must be submitted in writing to Seller.

In the event Seller performs design or engineering work at the request of Buyer, an architect, contractor, consulting engineer, or representative in any phase of the work covered by this Sales Contract, **Seller shall not be responsible for any damages claimed by Buyer as a result of alleged errors or defects in such design or engineering work.**

WARRANTY AND LIMITATION OF LIABILITY: The warranty applies to all components except those components which may be destroyed by negligence or abnormal use. Seller warrants that the goods supplied by it have been manufactured in accordance with its standard manufacturing practices and conform to the contract or catalog description for such goods. Seller further warrants that the goods supplied by it are fit for the ordinary purpose or purposes specified in its catalog for which such goods are used when installed in accordance with Seller's recommended installation procedures. Except as stated herein, **Seller makes no express warranty with respect to goods supplied by it and Seller makes no warranty that the goods are fit for any particular purpose.** When the use of materials not manufactured by Seller is suggested by Seller's recommended installation procedures or otherwise, **Seller makes no express warranty with respect to such materials nor that such materials are merchantable or fit for any particular purpose.** Seller will, at its sole option, credit, repair or replace, any goods supplied by it which its examination shall disclose to its satisfaction are defective in workmanship or material and are returned to it within one year from the date of shipment and any claim not made within this period shall conclusively be deemed waived by Buyer. Credit, repair, or replacement will be preconditioned upon examination of the goods by Seller, and, if requested by Seller, return of the goods to Seller at its direction and expense. In those instances in which a part or product is returned to the Seller, all transportation charges are to be paid by the Buyer. No goods are to be returned to Seller without its written consent. Seller shall not be liable for any expense incurred by Buyer in order to remedy any defect in its goods. **Seller shall not be liable for any consequential, special, or contingent damage or expense, arising directly or indirectly from any defect in its goods or from the use of any defective goods. The remedies set forth herein shall constitute the exclusive remedies available to Buyer and are in lieu of all other remedies.**

The responsibility for the performance and service of equipment included in this proposal which is not manufactured by the Seller and is not a part of equipment manufactured by the Seller will be the responsibility of the manufacturer of that equipment.

EXPORT and RE-EXPORT: The Buyer certifies that it will not **re-export** these commodities except in compliance with all applicable U.S. Department of Commerce Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR) and laws administered by the Office of Foreign Assets Controls (OFAC). Diversion contrary to U.S. law is prohibited. The Buyer will verify compliance with U.S. sanctions laws and certifies that neither the end-user, any beneficial owners of the Buyer, nor any party involved in the transaction is identified on any U.S. government sanctions lists, including but not limited to the Denied Persons List, Unverified List, Entity List, Specially Designated National List, Debarred List, Nonproliferation Sanctions List, and Sectoral Sanctions Identifications List. The Buyer will comply with all prohibitions from 15 CFR Parts 736 and 746, including but not limited to those concerning prohibited exports, re-exports, imports, and sales to or from certain countries. Materials purchased from the Seller will not be exported or re-exported to any country or end-user without the required licenses or approvals of the United States Government.

CLAIMS: Claims for shortage of goods or for mistakes or errors in billing must be presented within forty-five (45) days from the date of shipment of goods and must state the packing slip number and container number applicable to the claim. Any claim not so presented will be conclusively deemed waived.

TAXES: Any federal, state, local or other government tax or charge on the sale, shipment, or installation of the goods covered by this Sales Contract shall be added to the price and paid by Buyer or, in lieu thereof, the Buyer shall furnish Seller with tax-exemption certificates acceptable to the taxing authority. Buyer agrees to reimburse and save Seller harmless from all such state and local taxes, including interest and penalties thereon, which may at any time be payable to any governmental unit with respect to the sale of any goods covered by this Sales Contract.

CORRECTIONS: Typographical or clerical errors contained in this Sales Contract, including prices, are subject to correction by Seller.

FAIR LABOR STANDARDS: These goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended and of the regulations and orders of the United States Department of Labor issued under Section 14 thereof.

APPLICABLE LAW: All questions arising out of this Sales Contract, which shall be deemed an Ohio Contract, shall be governed by the laws of the State of Ohio.

EXCLUSIVE TERMS: All proposals are based on, and all products are sold on, the terms and conditions contained herein. No other representation by the Seller or its representatives is valid. This Sales Contract shall constitute the complete contract between the parties. No one has authority to depart from the terms and conditions set forth herein, nor to make any representations or arrangements other than those printed hereon unless the same are written on the face of this Sales Contract or are given in writing with it or in pursuance of it, and are fully approved in writing by an officer or authorized employee of the Seller. Others made thereon, or contracts resulting there from, are not binding until and unless at so accepted.