1. MODIFICATIONS OF SALES TERMS: Any Terms and Conditions contained in any offers, orders, or proposals, oral or written, or any document or form of communication are additional to or different from these Terms and Conditions and shall be deemed rejected. No modifications, amendments, exceptions, or other changes of any of these Terms and Conditions and those contained on the reverse side hereof and/or in attachments hereto are binding on Seller unless expressly accepted in writing by Seller’s authorized representative. No course of dealings or custom of trade shall be relevant to explain or supplement any of these Terms and Conditions. In case of conflict between the Terms and Conditions printed on this page and those contained on the reverse side hereof or in attachments hereto, the Terms and Conditions printed on this page shall govern. Buyer shall be bound on Seller unless expressly accepted in writing by Seller’s authorized representative. No course of dealings or custom of trade shall be relevant to explain or supplement any of these Terms and Conditions. In case of conflict between the Terms and Conditions printed on this page and those contained on the reverse side hereof or in attachments hereto, the Terms and Conditions printed on this page shall govern.

2. ACCEPTANCE OF ORDERS: Acceptance by Seller of Buyer’s purchase orders is expressly conditionally upon Buyer’s assent to these Terms and Conditions. Buyer shall be deemed to have assented to these Terms and Conditions unless Buyer receives written notice of any objections within fifteen (15) days after Buyer’s receipt of this form and all in prior orders to any delivery or other performance of Seller by order of Buyer.

3. QUOTATIONS: Quotations by Seller shall be deemed to be offers by Buyer to purchase the Goods offered and shall not be construed as an acceptance of any of the terms of such quotations unless written acceptance by Buyer is received by Seller. Acceptance of such offers is expressly limited to acceptance by Buyer of all of these Terms and Conditions within thirty (30) days from the date of the quotation. Pursuant to the terms of this contract, the Goods quoted by Seller that are subject to and made to Buyer shall not be deemed to constitute acceptance of these Terms and Conditions except as otherwise provided in writing.

4. PRICES; PRICE CHANGES: All prices are net F.O.B. shipping point and are subject to change without notice. In the event of a change in Seller’s prices, the price for Goods unshipped shall be in effect on the date of shipment. If Seller’s quoted price was based upon delivery to and acceptance by Buyer of a specified quantity of Goods, such price shall be subject to increase or decrease based on the quantity of Goods actually purchased by Buyer. If Buyer does not accept the quantities specified in Seller’s quotation, and Buyer will be invoiced at Seller’s standard price without quantity discounts, if any, for the quantity of Goods actually purchased by Buyer.

5. TAXES: In addition to any prices, Buyer shall pay the amount of any present or future taxes, excise, sales or use, federal, state or local, imposed by any governmental authority, on or measured by the transaction between Buyer and Seller, and such other taxes and duties as may be applicable. Buyer shall reimburse Seller for all taxes, fees, or charges imposed on or with respect to the sale or delivery of the Goods, if not paid when due, or, at its option without prejudice to any other rights or remedies, make timely payment thereof, which shall be due and payable to Seller, whether due to any governmental authority, or pursuant to any transaction between Buyer and any other party. Any sums paid under this paragraph that are later determined to be incorrect shall be refund by Buyer to Seller and any other sums paid in excess of the correct amount shall be due and payable to Buyer.

6. TERMS OF PAYMENT: All orders are subject to the approval of Seller. Terms of payment are cash in full no later than thirty (30) days from date of shipment, without discount. If, during the period of performance of an order, the Financial position of Buyer, as determined by Seller in its sole discretion, indicates the necessity of obtaining Buyer’s prior written consent, subcontract the production of any or all of the Goods described therein, without prejudice to any other rights or remedies of Seller.

7. DELIVERY: RISK OF LOSS: All sales are F.O.B. Seller’s plant or point of shipment designated by Buyer. Shipping dates are estimates only which are not guaranteed by Seller, and all orders are subject to availability of materials and workmanship and to conform to its written specifications for a period of one hundred twenty (120) months from date of first use or eighteen (18) months from date of manufacture where such period shall expire first.

8. WARRANTY Periods - Motors

9. STORAGE: If the Goods are not shipped within thirty (30) days after notification has been made to Buyer that it is ready to ship, for any reason, for which no responsibility can be assigned to Seller, Seller shall have the option to cancel the order. Seller shall be released of and from all liability for failure to deliver the Goods, including, but not limited to, any and all claims on behalf of Buyer for damages, losses, incurrence of costs, or in any way for breach of contract, warranty, tort (including negligence) or other liabilities, to the extent that such damages, losses, incurrence of costs, or in any way for breach of contract, warranty, tort (including negligence) or other liabilities, to the extent that such damages, losses, incurrence of costs, or in any way for breach of contract, and any other claims, demands, actions, losses, or liability incurred by Buyer for such Goods, no part of which shall be recoverable from Seller by Buyer.

10. COMPLIANCE WITH LAW: Buyer agrees to comply with all applicable laws, including, but not limited to, those that are related to the performance of this contract, and that the use of the Goods shall be in a manner consistent with such laws. Buyer shall be responsible for obtaining all required licenses, permits, or other governmental approvals necessary to the performance of this contract.

11. LIMITATIONS OF LIABILITY; CONSEQUENTIAL DAMAGES: SELLER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONSEQUENT DAMAGES WHATSOEVER, EVEN IF THE REPAIR OR REPLACEMENT REMEDY SHALL BE DEEMED TO HAVE FAILED OF ITS PURPOSE, OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ALL SUCH CASES, SELLER’S LIABILITY UNDER ANY COMERCIAL CODE, SELLER SHALL HAVE NO LIABILITY TO BUYER FOR CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS, GOODWILL, OR OTHER SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, EVEN IF SELLER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SELLER’S LIABILITY EXCEED THE PURCHASE PRICE OF THE GOODS INVOLVED.

12. INDEMNIFICATION BY BUYER: Buyer shall indemnify, hold harmless, and defend Seller from and against all loss, liability, expense, suit, claim, damage, demand, liability, losses, claims, losses, and expenses, including (excluding reasonable attorneys’ fees, court costs, and out-of-pocket expenses) arising out of or resulting in any way from Buyer’s failure to perform any of its obligations under this contract or from Buyer’s willful or negligent act or omission.

13. PATENT INDEMNIFICATION: Seller will, at its own expense, defend or settle any suit or proceeding brought by any person against Buyer or any person to whom Buyer leases, exchanges, or transfers the Goods, and Buyer will pay reasonable attorneys’ fees, costs, and expenses incurred by Seller in defending such suit or proceeding.

14. ASSIGNMENT AND SUBCONTRACTING: None of the Buyer’s rights under any order shall be assigned by the Buyer to any other person, whether by operation of law or otherwise, without Seller’s written consent.

15. INSURANCE: Buyer shall maintain such insurance as Buyer deems necessary in order to protect Buyer and Seller against any and all loss, injury, or damage incidental to the use of the Goods.

16. DRAWINGS; OTHER DESIGN DATA: Any suggestions by Seller or Seller’s agents regarding use or application of the Goods shall be subject to and will be deemed to constitute acceptance of these Terms and Conditions except as otherwise provided in writing by an authorized representative of Seller. Any modifications, amendment, or other changes of any of these Terms and Conditions shall be deemed rejected. No modifications, amendments, or other changes of any of these Terms and Conditions and those contained on the reverse side hereof and/or in attachments hereto are binding on Seller unless expressly accepted in writing by Seller’s authorized representative. No course of dealings or custom of trade shall be relevant to explain or supplement any of these Terms and Conditions. In case of conflict between the Terms and Conditions printed on this page and those contained on the reverse side hereof or in attachments hereto, the Terms and Conditions printed on this page shall govern.

17. RETURN OF GOODS: No goods or part thereof shall be returned to Seller without written authorization and shipping instructions first having been obtained from Seller.

18. ASSIGNMENT AND SUBCONTRACTING: None of the Buyer’s rights under any order shall be assigned by the Buyer to any other person, whether by operation of law or otherwise, without Seller’s written consent. Buyer shall, without the necessity of obtaining Buyer’s prior written consent, subcontracts the production of any or all of the Goods described herein, without prejudice to any other rights or remedies of Seller.

19. CANCELLATION: No order submitted to Seller may be cancelled by Buyer without the prior written consent of Seller. Buyer’s agreement to pay Seller’s cancellation charge. For finished Goods which in Seller’s judgement is readily resalable to others, the cancellation charge shall amount to no more than ten percent (10%) of the invoice price of the Goods; for unfinished Goods, the cancellation charge shall amount to no more than twenty-five percent (25%) of the invoice price of the Goods. Buyer shall not give, loan, exhibit, sell or transfer to any person not then employed by Buyer and authorized by Buyer to receive such information, or to any organization or other person, any drawings, diagrams, engine records or similar materials used in connection with Buyer’s order for the sole purpose of identifying the Goods and shall not use or disclose to any other person, any such materials.

20. Governing law - These Terms and Conditions, and the contract of sale between Seller and Buyer, shall be governed and construed in accordance with the laws of the jurisdiction in which Seller is located. Any disputes arising under any of the terms of this contract, or any action related to any breach thereof shall be brought in the Circuit Court in and for the county in which Seller is located or in any other court in any such action over the parties hereto. The rights and obligations of Seller and Buyer shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

21. Attorneys’ Fees - Buyer agrees to pay all of Seller’s costs and expenses of collection, including, but not limited to, attorneys’ fees, court costs, and costs of any associated costs, capital, cost of capital, or in any other capacity, for any suits or actions instituted against Buyer or any of its agents, employees, or owners, for any lawful cause, including, but not limited to, any suits that may be instituted against Buyer for alleged infringement by the Goods of any patent issued in the United States and its use enjoined, or in the event of a final award in any such suit, the Buyer shall pay to Seller, either in the name of Buyer or Seller, the full purchase price paid by Buyer for the Goods after return of the Goods to Seller by Buyer, and Seller will, at its sole option, either (a) procures agreements or continues using such Goods; (b) modify the Goods so that they will not infringe; (c) purchase replacement Goods for Buyer, or (d) refund the purchase price paid by Buyer for the Goods after return of the Goods to Seller by Buyer.

22. Governing law - These Terms and Conditions, and the contract of sale between Seller and Buyer, shall be governed by the laws of the jurisdiction in which Seller is located. Any disputes arising under any of the terms of this contract, or any action related to any breach thereof shall be brought in the Circuit Court in and for the county in which Seller is located or in any other court in any such action over the parties hereto. The rights and obligations of Seller and Buyer shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

23. Governing law - These Terms and Conditions, and the contract of sale between Seller and Buyer, shall be governed by the laws of the jurisdiction in which Buyer is located. Any disputes arising under any of the terms of this contract, or any action related to any breach thereof shall be brought in the Circuit Court in and for the county in which Buyer is located or in any other court in any such action over the parties hereto. The rights and obligations of Seller and Buyer shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods.