

# GENERAL TERMS AND CONDITIONS OF SALE

The following terms and conditions apply to all negotiations, quotations, orders, acceptance, sales and deliveries. No terms and conditions or other understanding, oral or written, in any way purporting to vary these terms and conditions, whether contained in buyer's forms or elsewhere, shall be binding on CB Manufacturing & Sales, Inc., unless in writing and signed by an officer of CB Manufacturing & Sales, Inc.

## **Warranties and Buyer's Exclusive Remedies.**

We warrant that the goods manufactured by CB Manufacturing & Sales, Inc. shall be MERCHANTABILITY, that is, they are made of first class materials and workmanship in conformance with standard practice in the trade, that may meet the description of the product on the face of our quotations, sales orders, and invoices and are fit for the ordinary purposes for which such goods are used.

EXCEPT AS PROVIDED IN THE PRECEDING PARAGRAPH WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS ON THE FACE OF OUR QUOTATION, SALES ORDER, OR INVOICE.

We guaranteed six (6) months from date of shipment to replace or, at our option, to repair any product or parts thereof which are found defective in materials or workmanship or which otherwise fail to conform to the contract description or to any warranty, express or implied, or, at our further option, to repay the purchase price, all provided the original part is returned to Dayton, Ohio, or the original shipping point, and inspection establishes the claim. This guarantee will be null and void if any alterations are performed without prior consent of CB Manufacturing & Sales, Inc.

BUYER'S REMEDIES with respect to any product sold by us shall be LIMITED EXCLUSIVELY to the right to replacement or repair f.o.b. Dayton, Ohio, or refund, as above provided in no event shall we be liable for consequential or special damages of any nature which may arise in connection with such product.

## **Compliance with Occupational Safety and Health Act**

Because of recency and uncertainty in the application of the federal regulations, seller cannot warrant that the goods meet all requirements of the Occupational Safety and Health Act. Where possible, seller will modify the goods at purchaser's specific request at prices then in effect.

## **Quotations and Prices.**

Written quotations automatically expire thirty (30) calendar days from the date issued, and are subject to termination by notice within the period. Unless

otherwise stated, however prices are subject to change without advance notice and the product will be invoiced at the price prevailing at time of shipment. All prices are f.o.b. CB Manufacturing & Sales, Inc. Dayton, Ohio, or quoted f.o.b. point.

## **Transportation Risks.**

All shipments are made at the buyer's risk. The method and route of shipment are at our discretion, unless the buyer supplies explicit instructions. Notice of non-delivery, loss or damage in transit must be given by the buyer to CB Manufacturing & Sales, Inc. within (30) days after receipt by the buyer of applicable invoices to enable any necessary claims against the carrier to be filed.

## **Delivery.**

Shipping dates are approximate and are based upon prompt receipt of all necessary information from the buyer, CB Manufacturing & Sales, Inc. shall not be liable (or delay due to causes beyond reasonable control such as acts of GOD, act of buyer, acts of civil or military authority, priorities, government regulations, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation and inability due to causes beyond its reasonable control to obtain the necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be deferred for a period equal to the time lost by reason of delay.

If the shipment or any other act or condition affecting payment for the goods, or any part thereof, shall be delayed on account of the buyer, payment therefore shall become due as if shipment had been made in case of delay in shipment at the instance of the buyer, a reasonable storage charge shall be made, and such storage will be at the risk of the buyer.

We reserve the right to overship/undership 10%.

## **Payment Terms.**

Settlement for each invoice shall be made in accordance with the terms of payment specified on the face of our quotation, sales order, and invoice and is to be paid in full within thirty (30) days of the day of invoice or as otherwise specified in writing. If there are several deliveries hereunder prorata payments shall become due as shipments are made. If, in the opinion of CB Manufacturing & Sales, Inc. the financial condition of the buyer at any time does not justify continuance of production of shipment on the terms of payment specified, CB Manufacturing & Sales, Inc. may require full or partial payments in advance.

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## **Sales and Similar Taxes.**

Unless otherwise stated, CB Manufacturing & Sales, Inc. prices do not include sales, use, excise or similar taxes. Consequently, in addition to the prices specified, the amount of any present or future sales, use, excise or other similar tax applicable to the sale of the items described shall be paid by the buyer or, in lieu thereof, the buyer shall provide CB Manufacturing & Sales, Inc. with a tax exemption certificate acceptable to the taxing authorities.

## **Security Interest.**

CB Manufacturing & Sales, Inc. shall have a security interest in the goods and in any and all additions and accessions thereto, replacements thereof and proceeds thereof (all being hereinafter sometimes referred to as the "collateral") as security for the buyer's obligation to pay the purchase price (which term, shall include an applicable finance charge) of the goods as and when the same shall become due and payable; and notwithstanding the manner of its annexation to realty, goods shall remain personal property. The buyer will at the request of CB Manufacturing & Sales, Inc. execute such financing statement pursuant to the Uniform Commercial Code as CB Manufacturing & Sales, Inc. may declare the unpaid balance of the purchase price to be immediately due and payable and shall have all of the rights and remedies of a secured party under the Uniform Commercial Code of the state in which the collateral is located, including the right to enter upon the premises where the collateral is located and repossess and remove the collateral of, alternatively, to require the buyer to assemble the collateral and make it available to CB Manufacturing & Sales, Inc., at a place to be designated by the latter which is reasonably convenient to both parties. CB Manufacturing & Sales, Inc. will give the buyer reasonable notice of the time and place of any public sale of the collateral is to be made. The requirements of such reasonable notice shall be met if such notice is mailed, postage prepaid, to the buyer at least seven days before the time of the sale or other disposition. The buyer agrees to pay any legal expenses (including reasonable attorney's fees) incurred by CB Manufacturing & Sales, Inc. in enforcing its rights against the buyer or with respect to the collateral following a default by the buyer, and also agrees that its obligation to pay such expenses shall be included in the obligation secured by the collateral.

## **Cancellation.**

An order once placed with and accepted by CB Manufacturing & Sales, Inc. can be cancelled only with our written consent signed by an officer of the company, and upon terms that will indemnify CB Manufacturing & Sales, Inc. against loss.

## **Returned Products.**

In no case are goods to be returned without first obtaining our permission in writing signed by an authorized employee of CB Manufacturing & Sales, Inc. goods must be securely packed, to reach us without damage.

## **Arbitration.**

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. Any formal arbitration shall take place in Montgomery County, Ohio, USA.

## **General.**

CB Manufacturing & Sales, Inc. will comply with all applicable federal, state and local laws. Any PROVISIONS OF BUYER'S ORDER which are in anyway inconsistent with or in addition to our name and conditions or sale (except additional provisions specifying quantity, character of the items ordered, and shipping instructions) SHALL NOT BE BINDING on CB Manufacturing & Sales, Inc., and shall not be considered applicable to the transaction in question. No additional to or modifications of any of the provisions upon the face of our quotations in order forms shall be binding unless made in writing and signed by an officer of the company.

This agreement, terms and conditions of sale shall be deemed to have been formed in Ohio, and shall be construed to the laws of the State of Ohio.