

## **Pingel Terms and Conditions**

### **1. PRICE:**

Prices quoted herein for the materials or services indicated may be adjusted to reflect any increase to seller in supplier's prices between the time of quotation and shipment. Each shipment by seller will be invoiced separately, and said invoicing will be based on the quality and quantity involved in each shipment. Seller shall not be responsible for spotting, drayage, or other transportation charges incurred at destination, or for any increase in transportation costs.

### **2. DISCOUNT:**

The cash discount specified herein, if any, applies only to the sale price of the material F.O.B. seller's plant before the addition of any storage, loading or transportation charges, or sales taxes.

### **3. TAXES:**

Any tax now imposed or which may be imposed in the future by the United States or any state or subdivision thereof on the sale, use, manufacture, or transportation of the material specified herein, shall be added as a separate item to the price quoted and paid by purchaser.

### **4. SHIPMENTS AND DELIVERIES:**

The delivery schedule indicated on the reverse side hereof or in seller's quotation is based on the current production schedules of seller's suppliers and is tentative. Seller shall not be held responsible for any delays in delivery caused by strikes or other contingencies beyond his control.

### **5. INSPECTION AND REJECTION:**

Seller's products are carefully inspected and tested to customer's requirements before leaving its plant. Parts defective because of material or workmanship will be replaced free of charge, F.O.B. original delivery point upon seller's written approval and instructions. No claims will be allowed unless made within 10 days of receipt of goods. Under no circumstances shall seller be responsible for damages of any kind, or labor cost, occasioned by the use or installation of the

product after it leaves seller's plant. No charges for labor or expenses to repair defective goods will be allowed without seller's written consent, and in no case shall seller be responsible for more than the price charged for the material. The return and acceptance of any material because of unusual customer circumstances shall be subject to seller's written consent and the prepayment by purchaser of the transportation cost, a handling charge, and a reconditioning charge is required.

#### **6. PATENT INFRINGEMENTS:**

If any article included in this proposal or shown on any approved drawings furnished to purchaser's specification, or the process of its fabrication, is covered by patent, purchaser's acceptance of this proposal shall constitute an agreement to hold seller harmless from and to indemnify seller against the collection of any judgement or the expense of defending any action predicated upon patent infringement by seller, actual or alleged, in its performance of this contract.

#### **7. DELAYED ACCEPTANCE AND STORAGE:**

In case delivery and acceptance of this material is delayed for a period of 10 days or longer beyond completion date, through no fault of the seller, then payment for all material and labor shall become immediately due and payable. Storage may be arranged on written consent of seller and purchaser shall reimburse seller therefore at prevailing storage rates.

#### **8. SPECIFICATION CHANGES AND APPROVALS:**

All specifications shown on purchaser's inquiries or drawings will be adhered to within the terms and conditions of this proposal. Seller shall not be responsible for lack of information, for incorrect information, or for errors shown on either purchaser's inquiry, purchaser's approved drawings, or drawings made by the seller and approved by purchaser. If any specifications are changed by purchaser during the process of manufacture, purchaser shall reimburse seller for the cost of all labor and material in the process of manufacture at the time of such.

#### **9. CANCELLATION:**

If purchaser terminates this contract as a result of Federal Government action or for any other reason whatsoever, it is understood and agreed that: (a) Purchaser shall accept delivery and pay at the contract price for any products that are completed at the time of such termination; (b) Purchaser shall reimburse seller for the cost of any materials in the process of manufacture

at the time of such termination, including the cost of labor and overhead; (c) Purchaser shall reimburse seller for the cost of any materials that have been specifically ordered for the purpose of completing the contract, but not actually incorporated at the time of such termination in the completed or partially completed materials to the extent that the seller may be held liable by its suppliers. If any supplier of seller is prevented from delivering materials to complete the contract or any part thereof because of fire, floods, strikes, differences with workmen, accidents, inability to secure materials, delays in transportation, shortages of cars, interference with or prevention by law, order, regulation, or request of the government of the United States or any agency thereof, or financial failure, either purchaser or seller may be relieved of the obligation to purchase or sell, as the case may be, that portion of the material which seller is so prevented from shipping.

**10. CREDIT:**

Shipments and deliveries shall at all times be subject to seller's approval of purchaser's credit. Seller reserves the right to require proof satisfactory to it of purchaser's credit responsibility at any time prior to shipment. Failure to satisfy seller or to make payment in accordance with terms and conditions of this contract or of any other contract between purchaser and seller shall give seller cause at its option to cancel this contract, and purchaser shall have no cause of action against the seller nor be entitled to any offset or counterclaim against seller.

**11. NO OTHER CONTRACT PROVISIONS:**

The terms and conditions as set forth herein constitute all of the terms and conditions of this contract. The terms and conditions of purchaser's order, if any, shall not be binding upon seller except to the extent, if any, that such terms and conditions are identical with the terms and conditions herein set forth.

12. The title of the equipment covered by this proposal shall not pass from us until the entire purchase is fully paid in cash.