

CAPTOR CORPORATION - GENERAL TERMS AND CONDITIONS OF SALE

Rev.A (11/30/2018)

1. **Prices:** Prices apply only to the specific quantities stated on this order, and do not include any taxes, transportation charges, prints, special packaging or stamping not specified on the order.
2. **Taxes:** Unless prohibited by statute, Purchaser agrees to pay to Seller the amount of any Federal, State, City or other tax which Seller may be required to pay on account of the manufacture, transportation, sale or use of the material which is the subject of this contract.
3. **Quantity Discount:** Quantity discounts are computed separately for each item and are based on the quantity of each type ordered at any one time. Separate purchase orders may be combined to take advantage of the same or next better price break if (1) the orders to be combined are received within forty-eight (48) hours of each other, and (2) each order references the other order, and (3) the items to be combined are identical. Additions to the purchase order will be priced as a separate purchase order if the additions do not qualify under the aforementioned conditions. If an order is cancelled, discounts will be adjusted to the discount allowable for the uncanceled quantity if any.
4. **Terms:** Unless otherwise stated on the Order, standard terms are net thirty (30) days from date of invoice. The Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms.
5. **Delivery:** All shipment dates are after receipt of order by Seller. If any conditions arise which prevent compliance with delivery schedules. Seller shall not be liable for damages, general, consequential or otherwise, or for failure to give notice of any delay.
6. **Shipment:** All shipments will be made F.O. B. the Seller's factory, unless otherwise specified. In the absence of specific instructions the Seller will select the carrier. Title to the material shall pass to the Purchaser upon delivery thereof by the Seller to the carrier or delivery thereof by the Seller to the carrier or delivery service. Thereupon the Purchaser shall be responsible therefor. Products held for Purchaser or stored for Purchaser shall be at the risk and expense of Purchaser. If at thirty (30) days, invoices therefor shall become due thirty (30) days after notice that products are ready for shipment. Claims against Seller for shortages must be made within ten (10) days after arrival of shipment.
7. **Product Warranty:**
 - (a) **Warranty:** Seller warrants that at the time of shipment the products manufactured by Seller and sold hereunder will be free from defects in material and workmanship, and will conform to the specifications furnished by or approved by Seller.
 - (b) **Warranty Adjustments:**
 - (1) If any defect within this warranty appears, Buyer shall notify Seller immediately.
 - (2) Seller agrees to repair or furnish a replacement for any product which within (1) one year from the date of shipment by Seller, if upon test and examination by Seller, proves defective within the above warranty. In addition, Seller shall not be liable for any costs incurred during inspection, removal and or installation.
 - (3) No product will be accepted for return or replacement without the written authorization (RMA) of Seller. Upon such authorization, and in accordance with instructions by Seller, the product will be returned shipping charges prepaid by Buyer. Replacements made under this warranty will be shipped prepaid.
 - (c) **Exclusions from Warranty:**
 - (1) The foregoing warranty is in lieu of and excludes all other expressed or implied warranties of merchantability, or fitness, or otherwise.
- (2) Components manufactured by any supplier other than Seller shall bear only the warranty made by the manufacturer of that product, and Seller assumes no responsibility for the performance or reliability of the unit as a whole.
- (3) Seller shall not be liable for any special or consequential damages, or for loss, damages, or expense directly or indirectly arising from the use of the products or any inability to use them either separately or in combination with any other equipment or material or from any other cause.
- (4) The warranty does not extend to any product manufactured by Seller which has been subjected to misuse, neglect, accident, improper installation or to use in violation of instructions furnished by Seller.
- (5) The warranty does not extend to or apply to any unit which has been repaired or altered at any place other than at Seller's factory by persons not expressly approved by Seller.
8. **Tools, etc.:** unless otherwise expressly provided, the Seller shall retain title to and possession of any models (including 3D software), patterns, dies, molds, jigs, fixtures and tools made for or obtained for the furnishing of this order.
9. **Cancellations:** Seller's acceptance of order cancellation or order reduction requests is conditioned upon receiving Buyer's written agreement to assume termination charges.
10. **Minimum Order:** \$250.00 dollars minimum per order.
11. **Quality Levels:** Prices are based on quality levels commensurate with normal processing. If a different quality level is required. Buyer must specify his requirements and pay any additional costs that may be applicable.
12. **Errors:** Seller reserves the right to correct clerical errors or omissions.
13. (a) **Patent Indemnity by Seller to Buyer:** - The Seller agrees to indemnify and hold harmless the Buyer from all damages, legal expenses and costs finally assessed against buyer in any action for infringement for any United States Letters Patent by the items delivered hereunder, provided that buyer shall give Seller prompt written notice of any action, claim or threat of patent infringement suit, and shall give Seller opportunity to elect to take over, settle or defend any such claim or action through counsel of his own choice. If the use of any such item or any part thereof should be enjoined, Seller shall have the right of its own expense to procure for Buyer the right to continue using such item, or to replace said item with a non-infringing item, or to modify said item so that it becomes non-infringing.
(b) **Patent Indemnity by Buyer to Seller:** - If the items delivered hereunder are manufactured pursuant to detailed designs furnished by Buyer. Buyer shall indemnify and hold harmless the Seller from all legal expenses which may be incurred as well as all damages and costs which may finally be assessed against the Seller in any action for infringement of any United States Letters Patent by such items delivered hereunder. The Seller agrees promptly to inform the Buyer of any claim for liability made against the Seller with respect to such items and the Seller agrees to cooperate with the buyer in every way reasonably available to facilitate the defense against any such claim.
14. **Governing Laws:** The term of this agreement and all rights and obligations hereunder shall be governed by the laws of the State of Ohio.