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Approved By: Frank Kern	Release Date: 03-18-20
Title: Delco LLC Terms and Conditions	Revision Level: None

TERMS AND CONDITIONS

- 1. ACCEPTANCE.** THIS QUOTATION IS VALID FOR TEN DAYS AFTER WHICH TIME IT MAY BE RENEGOTIATED. BUYER'S ORDER SHALL NOT RESULT IN A CONTRACT UNTIL IT IS ACKNOWLEDGED AND ACCEPTED IN WRITING THROUGH SELLER'S FORM OF ACKNOWLEDGEMENT. SELLER'S QUOTATION, BUYER'S ORDER, AND SELLER'S ACKNOWLEDGEMENT WILL CONSTITUTE THE ENTIRE CONTRACT BETWEEN BUYER AND SELLER (THE "CONTRACT DOCUMENTS"). TO THE EXTENT THAT THE TERMS AND CONDITIONS OF SELLER'S QUOTATION, BUYER'S ORDER, AND SELLER'S ACKNOWLEDGEMENT ARE INCONSISTENT OR AMBIGUOUS WHEN TAKEN TOGETHER, THE TERMS AND CONDITIONS OF SELLER'S QUOTATION AND ACKNOWLEDGEMENT SHALL GOVERN THE CONTRACTUAL RIGHTS AND OBLIGATIONS OF THE PARTIES.
- 2. PRICES.** Prices are subject to change without notice. All purchase orders are accepted subject to the price in effect at the time of shipment. Unless otherwise stated, the quotation excludes storage, packing, shipping and unloading charges, sales, use, occupation, license, excise and other taxes, all of which shall be paid by Buyer unless, in the case of taxes, a proper exemption certificate is furnished to Seller.
- 3. SHIPPING.** All shipments F.O.B Akron, Ohio.
- 4. SHIPPING DATES.** Shipment dates, when shown, are approximate and subject to revision. Shipment is contingent on procuring the materials, supplies, and labor required to manufacture the contracted-for products and on credit clearance of the Buyer by Seller at the time of shipment. It shall not be deemed a default hereunder and Seller shall not be liable for failure to perform hereunder arising from causes or events beyond the reasonable control and without the fault or negligence of Seller, including, but not limited to, strikes, lockouts or other industrial disturbances, fires, explosions, car shortages, wars, acts of God or a public enemy, acts or orders of any kind of any governmental authority, riots, civil disturbances, machine breakdown, inability to secure fuel, goods, supplies, or power at current prices or on account of shortages thereof.
- 5. MINIMUM ORDER.** All orders must total at least \$200.00, unless stated otherwise in quotation.
- 6. TERMS.** The terms shall be net thirty (30) days from date of invoice, unless stated otherwise in quotation.
- 7. SPECIFICATIONS AND TOLERANCE.** Standard manufacturing tolerances apply unless agreed to prior to acceptance.
- 8. NONCONFORMING GOODS.** Seller requests that Buyer inspect and test Seller's products upon receipt. Claims against Seller for products that are not as described in the Contract Documents shall not be allowed unless Seller is notified in writing within 10 days from the date of receipt of the products. Seller shall be given an opportunity to investigate and correct such alleged claims.
- 9. CANCELLATION OR MODIFICATION.** Orders are not subject to cancellation, change, reduction, in amount or suspension of deliveries, except with Seller's written consent and upon terms which indemnify Seller against loss. All verbal agreements except as confirmed in writing by Seller are void.
- 10. AUTHORITY OF SELLER'S AGENTS.** No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation, or warranty concerning the products sold under the Contract Documents, and unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included within the Contract Documents, it has not formed a part of the basis of this bargain and shall not in any way be enforceable by the Buyer.
- 11. PATENTS.** All patent and trademark rights relative to Seller's products are reserved. Buyer agrees to indemnify and hold Seller harmless against loss, cost, liability or expense resulting from infringement of patents or trademarks.
- 12. WARRANTIES.** Seller's sole warranty is that Seller's products are as described in the Contract Documents. The obligation of the Seller, and the Buyer's sole and exclusive remedy hereunder, shall be limited, at the Seller's option, to repair or replacement of the products deemed by the Seller, after examination, to be defective, or to refund the purchase price thereof. The Buyer's failure to give timely written notice in accordance with paragraph 8 above upon discovery of any alleged defect shall constitute a waiver by Buyer of all claims with respect thereto.
- 13. ACCIDENT OR MISUSE.** Notwithstanding the foregoing warranties and remedies, Seller shall have no obligation hereunder if the products are defective or damaged as a result of accident, misuse, misapplication, abuse, or negligence after delivery by Seller.
- 14. DISCLAIMER AND LIMITATION OF LIABILITY.** Except as set forth herein, IT IS EXPRESSLY AGREED (a) THAT THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTY EXPRESS, IMPLIED OR STATUTORY, NOR ANY AFFIRMATION OF FACT OR PROMISES, BY THE SELLER WITH REFERENCE TO THE PRODUCTS WHICH EXTENDS BEYOND THE SPECIFICATIONS MUTUALLY AGREED UPON IN WRITING BY THE SELLER AND BUYER AND (b) that the Buyer acknowledges that it is purchasing the products solely on the basis of the commitments of the Seller expressly set forth herein. IN NO EVENT SHALL LIABILITY OF THE SELLER EXCEED THE REPLACEMENT VALUE OF THE DEFECTIVE PRODUCT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANTICIPATED PROFITS, OR FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. Upon expiration of the time period provided in Paragraph hereof, all duties and liabilities of the Seller under the contract shall cease.
- 15. GOVERNING LAW.** The rights and duties of the Buyer and Seller shall be determined by the laws of the State of Ohio, and the agreement shall be construed and considered as a contract made and performed in the State of Ohio.