

## Standard Terms and Conditions of Sale

### ACCEPTANCE OF PROPOSAL

All proposals, quotations and sales of AIR LOGIC POWER SYSTEMS, LLC. ("ALPS") (i) Products, (ii) custom-engineered test systems, instrumentation and equipment and/or (iii) standard test machines (collectively "Products" or "Product") are governed by these terms and conditions of sale. Acceptance by ALPS of Buyer's Order or Buyer's acceptance of ALPS' proposal is expressly limited to and conditioned upon Buyer's acceptance of, and assent to, these terms and conditions. Any additional, inconsistent or different terms and conditions contained in Buyer's purchase order or other documents submitted by Buyer to ALPS at any time, whether before or after the date hereof, are hereby expressly rejected by ALPS. Buyer acknowledges that, notwithstanding anything to the contrary contained in its purchase order or other documents, receipt and acceptance by Buyer of the Products shall constitute acceptance by Buyer of these terms and conditions. All orders are subject to acceptance in writing by ALPS at its office at 10100 Progress Way, Harrison, Ohio 45030.

### PRICE

Prices quoted are exclusive of insurance, shipping, handling, and sales, use and excise taxes and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall have the sole responsibility for payment of all such insurance, shipping, handling, taxes, duties and charges with respect to the purchase of any Products. Prices are calculated based on tariff rates, duties, and similar governmental charges in effect on the date of the quotation or proposal. If, at any time after the date of the quotation or proposal, there are any changes in tariffs, duties, or similar governmental charges applicable to the Products covered by Buyer's order or the materials or components thereof, ALPS may, by written notice to Buyer, adjust the price to take into account the additional cost incurred by ALPS as a result of such change.

### SHIPMENT

ALPS reserves the right to designate the method and means of shipment.

### ACCEPTANCE OF INSTRUMENTS AND PARTS

Unless notice of defect, nonconformity or disparity in quantity (as compared to shipping manifest) is received by ALPS within thirty (30) days from receipt of the Products by Buyer, the Products shall be deemed to be accepted by Buyer.

### ACCEPTANCE OF CUSTOM MACHINES

All quotations or proposals are for a gauged system for measuring production parts in a production environment. Performance of the custom engineered test systems will be tested and documented with a standard Gage R&R study performed at ALPS as part of run-off procedures prior to shipment. Such testing and qualification is independent of any Buyer part variation or production environment variables. Unless expressly stated to the contrary, quotations do not include time for "Process Capability Studies" using production parts. ALPS will ensure that fixturing will not introduce unacceptable variations in the testing process. For custom-engineered test systems, Buyer will be given two weeks' advance notification of the intended run-off date. At such time Buyer may inspect the Products. After inspection and acceptance by the Buyer's representative at run-off ownership transfers, the Products will be shipped, and payment will be due as quoted. If Buyer elects to waive the inspection, the Products will be deemed to have met the Buyer's requirements and the Products will be shipped, and payment will be due as quoted.

### CANCELLATION

Buyer's purchase order, when accepted by ALPS, shall not, for any reason, be canceled in whole or in part by Buyer without ALPS' prior written consent. If ALPS consents to cancellation, Buyer shall pay ALPS reimbursement for all the applicable costs incurred and the reasonable allowance for profit as stated by ALPS in its written consent to cancellation by Buyer.

### RETURN POLICY

Stocked Products ALPS will accept returns on stocked products that are in new condition (have not been used or damaged) if returned within 60 days of receipt. Customers will be assessed a 25% restocking charge on all accepted returns. ALPS will determine, after receipt and careful inspection, whether or not to accept a product for return/credit. Returns/Credits will NOT be processed on used or damaged products. Used or damaged products received from customers will be returned to the customer promptly with an explanation as to why they were not accepted. Instrument Orders ALPS will accept returns on standard instruments that are in new condition (have not been used or damaged) if returned within 60 days of receipt. Customers will be assessed a 30% restocking charge on all accepted returns. ALPS will determine, after receipt and careful inspection, whether or not to accept a product for return/credit. Custom Orders ALPS will NOT accept returns on custom parts, instruments, or machines.

### DRAWINGS, SCHEMATICS AND OPERATING INSTRUCTIONS

Standard electrical and pneumatic schematic prints and one copy of "Operating Instructions" are provided for each Product.

### ENGINEERING CHANGES

If Buyer requires changes to be made to the Products, once a design of the Product is proposed and accepted, the additional engineering time, material and shop time required for fabrication as a result of the change will be subject to negotiation and additional charges will be invoiced accordingly for the negotiated amount.

### OSHA

The Products will be designed and manufactured to meet ALPS' interpretation of the Occupational Safety and Health Act ("OSHA"). Specific Buyer requirements are not included as part of any quotation or proposal unless the specified requirements were included in the request for quotation or proposal. After a quotation or proposal is submitted, any other requirements shall be a supplement to the quotation or proposal or be the subject of a new contract, and the price for such requirements shall be subject to negotiation. While the Products have been designed to conform to ALPS' interpretation of applicable OSHA standards, such compliance is neither warranted nor guaranteed. Compliance with OSHA requirements is the sole responsibility of Buyer, and ALPS assumes no responsibility for damage suffered by Buyer relative to compliance with OSHA regulations.





ALPS assumes no liability for the failure of the products to comply with any particular ordinance or regulation unless the quotation or proposal expressly warrants that the products will conform to said ordinance or regulation. It is the responsibility of the buyer upon inspection at the ALPS facility to inform ALPS of nonconformance with a particular safety or design standard. Upon inspection by buyer or waiver of inspection by buyer, ALPS is released from any and all liability for failure of the equipment to conform to safety or design standards.

#### **FORCE MAJEURE**

ALPS shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached the parties' agreement, for any failure or delay in fulfilling or performing any term(s) of the agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of ALPS including, without limitation, acts of God, flood, storm, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. Upon occurrence of any of the above events, Supplier will have the additional right to extend the time to provide the Products and/or to cancel any open purchase orders without any resulting liability to Buyer.