



Domestic Terms and Conditions of Sale of Products

Contact Our General Offices:

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Zircoa's Sales Order Acknowledgement (SOA) and this Document set forth your order as understood by us. Please check the SOA for errors. Unless promptly advised of any revision, we will fill this order as specified herein. This Document constitutes acceptance of your order and is subject to the various terms and conditions set forth in the paragraphs printed below, and no others. If you desire different or additional terms or conditions, please make them the subject of a separate letter to be specifically accepted by us in order to become binding. ALL CORRESPONDENCE ON ANY ORDER SHOULD BE MAILED TO THE ADDRESS SHOWN ON THE FACE OF THE SOA. ALL PRICES ARE F.O.B. POINT OF SHIPMENT UNLESS OTHERWISE NOTED ON THE FACE OF THE SOA. PAYMENT TERMS ARE NET 30 DAYS UNLESS OTHERWISE NOTED ON THE FACE OF THE SOA. For terms of payment use invoice mailing date unless otherwise indicated on the face of the SOA.

We reserve the right to increase the sale price and/or amend the terms and conditions of sale for the goods covered hereby at any time prior to the expected shipment date, unless Buyer has requested a later shipment date, then such right is reserved to that date, provided that written notice of such price increase is sent to Buyer at least 30 days prior to shipment. Buyer shall be deemed to have accepted the increase unless at least 5 working days prior to the date of expected shipment (or Buyer's requested shipment date, if later) Buyer cancels the order or furnishes evidence to us that Buyer is able to purchase from another Seller, goods of similar quality, in similar quantities and under like terms and conditions, at a lower delivered price than our price as increased, in which case we may elect to meet such price or cancel the order.

We reserve the right to over or under ship quantities of made-to-order goods by up to 10% of the order quantity or 5 pieces, whichever is greater, unless otherwise noted on the face of the SOA.

Unless otherwise specifically stated on the face of the SOA, title and possession of all goods shall pass to Buyer upon delivery to the carrier at the point of shipment. We, therefore, do not assume any liability for loss or damage to the goods after the shipment is delivered to the carrier.

Shipping dates are approximate and acceptance of the goods by Buyer shall constitute a waiver of all claims due to delay in delivery; and failure to make any one or more shipments when due if caused by any one or more but not limited to any of the following: fire, storms, floods, strikes, lockouts, accidents, war, riots, or civil commotions, inability to obtain shipment space or raw material, government regulations, or any other cause or contingency beyond our reasonable control (whether or not of the same kind of nature as the causes or contingencies above enumerated) shall not subject us to any liability. No claim relating to quantity, weight, condition, loss or damage to the goods made by the Buyer will be accepted by us after thirty (30) days from the arrival of such goods at the Buyer's location.

We warrant our goods to meet our published specifications and to be free from defects in materials and workmanship as defined in the specifications or, if not so defined, normally supplied by us for the goods. We make no guarantee of the results to be obtained from the use of our goods.

Provided a claim under the above express warranty is made within one (1) year from the date of shipment of the goods for which the claim is made, and provided the failure to conform to the above warranty is shown to our satisfaction, we will repair or replace such goods, F.O.B. our plant. All goods not manufactured by us shall carry only the warranty and remedy provided by the manufacturer thereof.

Our liability under this contract or otherwise shall be limited to replacement of, or refund of, and amount not to exceed the purchase price attributable to, the goods as to which such claim is made. Our selection of one of these alternatives shall be Buyer's exclusive remedy. IN NO CASE WILL WE BE LIABLE FOR CONSEQUENTIAL INCIDENTAL OR SPECIAL DAMAGES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

We warrant freedom from patent infringement only on those goods comprising our regular line of goods and only when used for normal purposes in the form in which sold by us. We make no warranty with respect to patents covering composite structures or systems into which such items may be incorporated by Buyer. Buyer assumes all liability for and will hold us, our employees and agents, harmless from any and all patent liability in connection with any goods manufactured to Buyer's designs or specifications or specifically designed by us or our suppliers to meet Buyer's requirements.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Buyer assumes all risks, liabilities arising from unloading, discharge, storage, handling, and use of the goods, including use of such goods alone or in combination with other substances. Buyer assumes full responsibility for compliance with Governmental laws, rules and regulations governing unloading, discharge, storage handling and use of the goods.

By accepting Buyer's purchase order, we intend to accept only those terms and conditions which are required to be included in its subcontract by the terms of Buyer's prime contract with the United States government and no others. We accept no terms or conditions with respect to adjustment of price, patent warranty or licenses, warranty, limitation of liability or special tooling except as appear herein unless the subject of a separate letter specifically accepted by us in writing.

Charges included for tools in "Engineering and Set Up Charges" herein are based on the manufacture of products in quantity as specified in Buyer's order. Unless changes are made in design, specifications, etc., these charges will be made on the first order only. We retain title to all tools and will keep them in repair and make necessary replacements without additional charge. Tools may be scrapped three years from the date of last order unless special arrangements are made.

The terms of the SOA and this Document shall prevail notwithstanding any variance with the terms and conditions of any present purchase order from Buyer and supercede all previous communications, quotations or understandings, whether written or oral.

This agreement will be governed by the laws of the United States of America and the State of Ohio.

We hereby certify that in the production of the goods and/or the performance of the services covered by the SOA we have complied with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act as amended and regulations and orders of the United States Department of Labor issued under Section 14 thereof we acknowledge our obligations under Title VII of the Civil Rights Act of 1964 and under the Equal Opportunity clause In Section 202 thereof; Paragraphs 1 through 7 of Executive Order 11246 dated September 24,1965, as amended and relating to equal employment opportunity; and the implementing rules and regulations of the office of Federal Contract Compliance.