



International Terms and Conditions of Sale of Products

Contact Our General Offices:

- **USA Worldwide:** Email | zircoa@zircoa.com | (440)248-0500 | (440)248-8864 (Fax)
- **Europe, the Middle East, Africa:** Email | TBoehm@zircoa.com | +49-611-335497-22 | +49-611-335497-55 (Fax)

Zircoa's Sales Order Acknowledgement (SOA) and these International Terms and Conditions of Sale of Products ("Terms") set forth Buyer's international order as understood by us. Please check the SOA for errors. Unless promptly advised of any revision, we will fill Buyer's international order as specified herein. "Buyer" shall mean the party issuing a purchase order to Zircoa, whether or not it is the end user of the products. These Terms, any attachments or related exhibits, and any additional or different terms appearing on the SOA shall govern the relationship between Zircoa and Buyer and constitutes the entire agreement between Zircoa and Buyer of Zircoa products. All other terms and conditions are expressly rejected by us, invalid, and of no effect. These Terms shall supersede acceptance of your order and is subject to the various terms and conditions set forth in the paragraphs printed below, and no others. 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 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.

All prices are in U.S. Dollars, FCA Free Carrier, Incoterms® 2010 (ICC Pub. No. 715E). Any taxes relating to the sale of products (such as sales, use, VAT, GST) are NOT included in prices and, as needed, will be invoiced separately for payment by Buyer. If it is agreed that Buyer will designate the freight forwarder, Incoterms® 2010 FCA Solon, Ohio USA, shall be applied. We will ship products according to our standard practices. Special packing or shipping instructions must be agreed upon, and all related charges will be billed separately to Buyer. Title to the products will pass to Buyer only when the purchase order and all related expenses have been paid in full

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 Buyer will be accepted by us after thirty (30) days from the arrival of such goods at Buyer's location.

For a period of one (1) year from the date of shipment, 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, FOB Solon, Ohio, USA Incoterms® 2010. All goods not manufactured by us shall carry only the warranty and remedy provided by the manufacturer thereof.

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.

Our liability for claims of breach of warranty, whether based on warranty, contract, tort, negligence, strict liability, indemnification,

or otherwise, shall be limited to replacement of the goods, or issuing a credit or refund up to the full purchase price of the goods affected, as decided in our sole discretion. Our selection of one of these alternatives shall be Buyer's exclusive remedy. WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE OR BUYER'S LOSS OF PRODUCTION, COSTS OF SUBSTITUTE PRODUCTS, DELAYS, BUSINESS INTERRUPTIONS, CLAIMS BROUGHT AGAINST BUYER BY THIRD PARTIES, OR LOSS OF OR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN THE DELIVERED GOODS, EVEN IF WE HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

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 AND OF ALL OTHER OBLIGATIONS OR LIABILITIES THAT WE MAY HAVE AND WE DO NOT ASSUME OR AUTHORIZE ANY OTHER PARTY TO ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF GOODS WE MANUFACTURE.

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 and equipment. Buyer assumes full responsibility for compliance with Governmental laws, rules and regulations governing unloading, discharge, storage, handling and use of the goods.

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, and the like, 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 (3) years from the date of last order unless special arrangements are made.

Our obligations under these Terms are subject to the applicable laws and regulations of the United States of America and the European Union, including any U.S. economic sanctions policy promulgated by Executive Order, the interpretation of the applicability of which shall be in our sole discretion.

Buyer warrants and represents that it is familiar and will comply with the requirements of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the OECD Antibribery Convention, and similar national laws that may apply to Buyer or our sale of the goods to Buyer. Buyer further warrants and represents that it is familiar and will comply with U.S. laws, regulations, and executive orders, including but not limited to the Export Administration Regulations, the antiboycott and embargo regulations (including the avoidance of transactions with any party listed on the "Denied Persons List", the "Denied Parties List" and the "Specially Designated Nationals" list maintained by the Department of Commerce and the Department of the Treasury, Office of Foreign Assets Control), and the International Traffic in Arms Regulations. Buyer agrees to indemnify and hold us harmless from and against claims, fines, penalties, settlements, assessments, damages, costs and expenses (including attorney fees) that may be incurred due to Buyer's failure to comply with such laws and regulations. Buyer will cooperate with us in obtaining appropriate export licenses for the goods and will submit all documents we request for that purpose. If Buyer exports the goods, Buyer assumes responsibility for obtaining any required export and import authorizations and will not export the goods or any technical data in violation of applicable export laws, regulations, or orders, including diversion or transshipment of the goods. Buyer agrees to include these requirements in any contracts for the resale of the goods.

Without regard to any conflict of law rules, these Terms shall be governed by, and construed according to the laws of the State of Ohio, including its statutes of limitations, and the United Nations Convention on Contracts for the International Sales of Goods, when applicable to Buyer's purchase of the goods. Any controversy or claim arising out of or relating to these Terms shall be resolved by final and binding arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution. The seat of the arbitration shall be Cleveland, Ohio, USA and the arbitration shall be held before a single arbitrator who is a national and active member of a bar of the U.S. Buyer agrees to waive any sovereign immunity claims or defenses. All arbitration proceedings shall be conducted in English and all monetary awards shall be made in U.S. Dollars.