

Terms & Conditions

DISCLAIMER

Seller's Conditions Govern All Transactions

1. The conditions of this order or sales contained herein apply to all quotations made and acknowledgements entered into by Niles International Inc. or any related subsidiary ("Seller" herein). The provisions hereof may in some instances conflict with some of the terms and conditions affixed to a form or order blank specified or supplied by Buyer. Acceptance of Buyer's order is made on the express understanding that, in the event of such conflict, the Seller's terms and conditions shall govern, whether Buyer accepts these conditions by written acknowledgement, by implication, or acceptance and payment for materials ordered hereunder. Seller's failure to object to any provisions contained in any communication from Buyer shall not be deemed a waiver of these provisions. Any changes in the terms or conditions contained must be specifically agreed to in writing by an officer of Seller.

Terms of Payment

2. Terms of payment, expressly stated on the invoice, subject to such limits or changes as may be set by Seller. Cash discount, if any as indicated, will apply only on the net amount of invoice after deducting transportation charges and taxes thereon, and will be allowed only if taken within the time stated, and provided there are no past due items. A finance charge of 1 ½% per month will be assessed to all balances extending beyond the due date.

Payment in Advance

3. If upon or at any time after acceptance hereof the financial responsibility of the Buyer is or becomes impaired or unsatisfactory to the Seller, or if any payment is not made in accordance with terms stipulated in this order, cash payment in advance of shipment may be required and if not made, the Seller shall have the right, at its option, to suspend further shipment of this order or to cancel this order and / or all other orders reserving any and all rights to damages by Buyer's breach of contract.

Taxes and Charges

4. The amount of present or future sales, revenue, excise or other taxes applicable to the listed items sold shall be added to the purchase price and shall be paid by the Buyer. Seller shall not be responsible for any destination detention charges.

Order Procedure

5. All sales are firm and not subject to cancellation or revision of prices except by and with the consent of the Seller, and instance upon cancellation or suspension of manufacture or of shipment, or failure to furnish specifications when required, may be treated as a breach of contract, and the Buyer shall immediately be liable for all damage arising therefrom.

Excusable Delays

6. Seller shall not be liable for loss of any kind resulting from delays or failure to make delivery because of strikes, fire, Act of God, Government regulations or any other causes beyond Seller's control.

Freight

7. FOB Niles, Ohio. Shipment shall be made freight collect, unless otherwise stated herein (in which case shipment shall be made prepaid and a freight charge shall be included in the Seller's invoice). The risk of loss or destruction of or damage to the product shall be on the Buyer from and after delivery of the product to the Buyer or carrier, whichever occurs first.

Warranty/Disclaimer

8. SUBJECT TO STANDARD MANUFACTURING VARIATIONS, SELLER WARRANTS THAT THE MATERIALS FURNISHED HEREUNDER SHALL CONFORM TO SPECIFICATIONS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR DAMAGES IN CONNECTION WITH THE SALE OF MATERIALS IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE MATERIALS SOLD AND SELLER SHALL HAVE NO LIABILITY WHATSOEVER FOR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE.

This express warranty is in lieu of and excludes all other warranties, whether expressed, implied, oral, or statutory, including any warranty of merchantability or a fitness for a particular purpose.

Notification of Errors - Warranty Procedure

9. Claims for shortage or for defective material must be made within (10) days after receipt of shipment. Claims for defective materials shall in no event include an allowance for labor on such material. Materials for which damages are claimed, require Seller's written consent before being returned, repaired or discarded.

BUYER'S EXCLUSIVE REMEDY AND SELLER'S SOLE LIABILITY SHALL BE LIMITED TO SELLER'S REPLACING MATERIALS THAT DO NOT CONFORM TO SPECIFICATIONS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR DAMAGES IN CONNECTION WITH THE SALE OF MATERIALS IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE MATERIALS SOLD AND SELLER SHALL HAVE NO LIABILITY WHATSOEVER FOR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF SUCH MERCHANDISE.

Seller does not accept Penalty Clauses, Loss of Production or Performance Penalties. Seller hereby gives notice of objection to the inclusion of any terms or conditions in this transaction that are in addition to or different from the terms and conditions contained herein.

Cancellation

10. Buyer's cancellation will be accepted only upon Buyer's acceptance and payment in full for furnished items within (10) days of completion; and on other items in process of manufacture.

Special Orders

11. Ordering special material may involve a variation in quantity of material received from our supplier of plus or minus 10% from the quantity involved. Buyer will be shipped and invoiced for resulting quantity. If Buyer prefers exact quantity, as assured in advance, an extra charge of 5% over regular price must be added.

Processing Outside of Plant

12. Seller assumes no responsibility for Buyer's materials while such materials are being further processed by others outside of Seller's plant and no warranty of any kind is extended by Seller with respect to such further processing.

Governing Law

13. This transaction shall be governed by, interpreted and enforced in accordance with the laws of the State of Ohio. Any action in regard to this transaction or arising out of its terms and conditions shall be instituted and litigated in the Court of Common Pleas of Trumbull County in the State of Ohio, and in no other jurisdiction. In accordance, the parties to this transaction submit to the jurisdiction of the Common Pleas Court of Trumbull County, State of Ohio.