

TERMS & CONDITIONS

These terms apply to all sales of Christy Machine & Conveyor products and services. Christy Machine & Conveyor objects to any different or additional terms proposed by a Customer and rejects any offer or purchase order including different or additional terms, but instead offers to contract on these terms and conditions.

1. ORDERS:

Expedited production is offered on all orders when available. Orders are subject to acceptance by Christy Machine & Conveyor at its headquarters in Fremont, OH.

2. PRICES & PAYMENT:

A. All prices shall be quoted and paid in U.S. dollars.

B. Formally quoted prices shall remain valid for the duration of Christy Machine & Conveyor' written commitment.

C. Prices do not include, and the Customer will pay upon request, any taxes which Christy Machine & Conveyor is required to pay or collect with respect to the sale, delivery, transportation, storage or use of any goods or services provided by Christy Machine & Conveyor.

D. Prices do not include export-related costs such as duty, documentation or special packaging.

E. Payment terms are in three (3) Progress Payments divided as follows:

50% deposit with order

40% prior to shipping

10% net 30 days.

Customers shall pay late charges of 1½% per month (or such lesser amount as the law permits) on any invoices not paid when due.

3. EXPEDITED PRODUCTION (*When Ordered or Available*): PRICES AND TERMS:

A. Christy Machine & Conveyor offers expedited production when available. Availability of Expedited Production is dependent on current production capacity.

B. Expediting Fee is 20% of the Standard production price.

C. When Expediting Fee is applied to an equipment order the additional fees will be added to the three (3) Progress Payments outlined above.

D. Christy Machine & Conveyor will incur a late penalty of 5% of total price for every (1) week project is past due.

3. DELIVERY:

A. Christy Machine & Conveyor will use its best efforts to ship from the U.S. stocking location capable of providing the required products and services that is closest to the Customer.

B. Delivery terms are F.O.B. shipping point (i.e., freight is the Customer's responsibility) on all shipments. At the Customer's request, Christy Machine & Conveyor will prepay freight and add it to our invoice.

C. Christy Machine & Conveyor will determine the method of shipment, choice of carrier and routing, unless the Customer specifies a preferred method of shipment prior to/at the time of order entry.

D. The Customer has the risk of loss as soon as Christy Machine & Conveyor turns the products over to the carrier. Insurance and claims for loss, damage or delay in transit are also the Customer's responsibility, even if Christy Machine & Conveyor prepays the freight charges.

E. Shipping dates are estimates and time is not of the essence.

4. RETURNS, CANCELLATIONS, CHANGES:

A. All returns require Christy Machine & Conveyor' prior approval and a Returned Goods Authorization (RGA) number, which must be clearly noted on the outside of every return shipment. Returns must be made freight prepaid and are subject to restocking charges, unless waived by Christy Machine & Conveyor.

B. Orders may be canceled by the customer only at Christy Machine & Conveyor' discretion and are subject to such cancellation and restocking charges as Christy Machine & Conveyor may require. Cancellation requests must be received by Christy Machine & Conveyor in Fremont, OH.

C. Christy Machine & Conveyor may make changes in the design, composition and method of manufacture of its products without affecting Customer's obligations, except for changes in operational or dimensional specifications that result in the products no longer meeting the Customer's requirements.

5. STANDARD LIMITED WARRANTY:

A. Christy Machine & Conveyor warrants its products to be free from defects in materials and workmanship during the warranty period. Christy Machine & Conveyor will, at its option, repair, replace or refund the purchase price of any product returned by a Customer, freight prepaid, within the warranty period that proves, to Christy Machine & Conveyor' reasonable satisfaction, to have been defective. The warranty period is 12-months from date of Christy Machine & Conveyor's invoice, with two exceptions: (1) For conveyor belting, the warranty period shall not exceed the product's expected useful life under actual operating conditions; and (2) For motorized pulleys sold to an OEM, the warranty period is 12-months from date of commissioning of the equipment incorporating the products (as established and confirmed in writing by the OEM).

B. This warranty does not apply to products which have been altered or repaired, except by Christy Machine & Conveyor, or which have been damaged, misused, improperly installed or used for inappropriate applications, or that have not been serviced or maintained as recommended by Christy Machine & Conveyor.

C. This warranty is in place of all other warranties, express or implied. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IN CONNECTION WITH THE SALE OF CHRISTY MACHINE & CONVEYOR PRODUCTS. This warranty is the Customer's sole and exclusive remedy for any defect in or malfunction of the products Christy Machine & Conveyor sells.

D. Christy Machine & Conveyor shall not be liable to any party for any incidental or consequential loss, damage or expense whatsoever, whether or not foreseeable, including property damage, lost profits or other economic injury, arising out of the installation, use or maintenance of Christy machine & Conveyor's products.

E. The Customer will hold Christy Machine & Conveyor harmless from claims of third parties arising out of express or implied warranties made by the Customer that are different from or additional to this Warranty.

6. FORCE MAJEURE, INSTALLMENTS AND UNAUTHORIZED ALTERATIONS:

- A. Christy Machine & Conveyor is not liable for any delay or failure of performance resulting from causes beyond Christy Machine & Conveyor's control, such as: wars or civil disturbance, accident, weather, fire, flood or other acts of God, material shortages, strike or labor unrest, equipment breakdown, or governmental action.
- B. If the Customer and Christy Machine & Conveyor have agreed that an order shall be shipped in installments, late delivery of one installment shall not entitle the Customer to reject subsequent installments.
- C. The Customer will install and operate the products Christy Machine & Conveyor sells safely and in accordance with Christy Machine & Conveyor's instructions and warnings and will not remove or change any safety devices or warnings Christy Machine & Conveyor may have installed or provided.
- D. The Customer shall indemnify and hold Christy Machine & Conveyor harmless from claims of or liabilities to third parties, including Customer's employees, for damages for personal injury, including death, or property damage allegedly caused by any product found to have been repaired, modified, altered or misused by the Customer (or any other party) without Christy Machine & Conveyor prior knowledge and approval, or resulting in whole or in part from the removal, disabling or change by the Customer (or any other party) of any safety devices or warnings Christy Machine & Conveyor may have installed, provided or recommended.

7. SECURITY FOR UNPAID PURCHASE PRICE:

The Customer represents to Christy Machine & Conveyor that it is solvent and able to pay its debts as they mature. To secure payment of any unpaid portion of a purchase price, Christy Machine & Conveyor retains security interest in the products sold and their proceeds. The Customer shall execute any documents and take any action Christy Machine & Conveyor reasonably requests in order to perfect or realize upon its security.

8. NOTICES:

- A. All communication between the Customer and Christy Machine & Conveyor concerning these Terms and Conditions of Sale must be in writing and delivered in person, by certified mail (return receipt requested), by private express delivery service (i.e. Fed Ex) or, if confirmed by one of the above, by e-Mail or FAX.
- B. Such communications should be directed by the Customer to Christy Machine & Conveyor's offices in Fremont, OH; or by Christy Machine & Conveyor to the address specified on the Customer's order or acceptance of quotation.

9. REMEDIES, WAIVER, SEVERABILITY:

Christy Machine & Conveyor shall have all rights and remedies available to sellers under the law. Waivers are not effective unless in writing signed by the party to be charged. If any of these terms are found to be invalid or unenforceable, they shall be limited or deleted so as to make the remaining provisions enforceable.

10. GOVERNING LAW, DISPUTE RESOLUTION, TIME FOR BRINGING ACTION, LIMITATION OF DAMAGES

- A. All sales will be governed by Ohio law. The provisions of the U.N. Convention on the International Sales of Goods shall not apply.
- B. The Customer consents to the personal jurisdiction of and venue in any federal or state court in Sandusky County, Oh, for the adjudication of any controversy between Customer and Christy Machine & Conveyor arising out of or in connection with the sales of products and services by Christy Machine & Conveyor. The Customer waives any objection that such court is an inconvenient forum.
- C. Any action by a Customer against Christy Machine & Conveyor for breach of the contract of sale or for any other claim relating to the products or services Christy

Machine & Conveyor sells must be brought within one year after the cause of action accrues. Christy Machine & Conveyor shall not be liable for any incidental or consequential loss, damage or expense, even if foreseeable, including property damage, lost profits or other economic injury, arising out of any delay in delivery, non-delivery or other breach of the contract of sale.

11. F.A.T.s

- A. Any Factory Acceptance Test(s) (F.A.T.) to be scheduled must first be approved by Christy Machine & Conveyor.
- B. All F.A.T. success parameters must be agreed to by both Christy Machine & Conveyor, the Customer, and any 3rd party suppliers to be present.
- C. Customer authorization to ship equipment after F.A.T., regardless of F.A.T. outcome, shall constitute an acceptance of equipment completion regardless of its state at F.A.T.
- D. Customer shall hold Christy Machine & Conveyor blameless for any equipment performance discrepancies that arise after F.A.T. due to: Damage during shipping or uncrating, Customer's facility conditions, Customer material discrepancies, installation or modification of equipment, improper or otherwise, performed by any other entity than Christy Machine & Conveyor, or improper operation of equipment by any entity other than Christy Machine & Conveyor.

Please sign and return with Equipment PO

Company: _____ PO#: _____

Signature: _____ Date: _____