



Standard Terms of Purchase

Contact Our General Offices:

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1. General

A. Prompt acceptance of this order by signing and returning the acknowledgment copy hereof is requested but, in any event, any delivery hereunder shall constitute an acceptance hereof and of all its terms.

B. This order is a final, complete and exclusive statement of the agreement between the parties and may not be modified, supplemented, explained or waived by parol evidence, Seller's acknowledgements, a course of dealing, or in any other way except in writing signed by an authorized representative of Buyer. Any references in this order to seller's proposal or quotation are only to describe the materials or work covered hereby and do not constitute as acceptance of any terms set forth therein.

C. This order and the language herein shall be construed and enforced under the Uniform Commercial Code as in effect in the State of Ohio on the date hereof.

2. Performance by Seller

A. Time is of the essence for this order and it is essential it be performed and filled on the specified date(s) and that the work progress in a timely fashion.

B. Seller warrants that material and work furnished hereunder shall be of the highest grade and quality unless otherwise specified and shall meet all standards of the Occupational Safety and Health Act of 1970 (OSHA) and all applicable state and local safety and health requirements. At Buyer's option any part of the material or work not complying with the requirements hereof, expressed or implied, may be returned, at Seller's risk and expense including transportation both ways, for prompt correction of defects. Payment by Buyer shall not constitute acceptance or waive any rights of Buyer hereunder.

C. This order is issued to Seller in reliance on Seller's personal performance and Seller may not assign this order or the partial payment of any sums due hereunder or subcontract any substantial part of the performance or work other than for standard commercial supplies.

D. Seller warrants that it shall comply with all applicable Federal, State and Local laws including the Fair Labor Standards Act of 1938, Executive Order 11246, Title VII of the Civil Rights Act of 1964, Section 503 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and the Americans with Disabilities Act of 1990, including amendments and regulations issued pursuant thereto and this order hereby incorporates by reference all provisions required by said laws and regulations to be included herein.

E. Seller agrees to exculpate, defend, indemnify and hold harmless the Buyer and its customers from and against all claims, liabilities, lawsuits, expenses (including attorney's fees and other defense costs) and penalties, including those based on Buyer's or its customer's negligence, which arise, directly, out of any of the following (I) personal injury or death or property damage or destruction arising out of alleged defects in material, workmanship or design of the material or work furnished hereunder: (ii) violations of OSHA, state or local safety or health requirements arising out of the use or resale of material or work furnished hereunder, (iii) personal injuries or death of Seller's agents, employees or subcontractor's personnel and damage to or destruction of Seller's or its subcontractor's property; and (iv) the infringement by material or work furnished hereunder of any United States or foreign patent or trademark. 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.

3. Certain Charges or Expenses Negated

Unless otherwise specifically provided here (i) no charges for transportation, packing, crating, cartage, storage or containers shall be allowed, (ii) Seller shall pay and the price includes all applicable sales and similar type taxes which are not imposed by law on the Buyer and (iii) any information or data disclosed or furnished to Buyer by Seller hereunder shall be deemed sold as part of the price hereof, non-proprietary and free of all restrictions whatsoever.

4. Buyer's Property

- A. Buyer retains title to all drawings, specifications and technical data furnished to Seller for use with this order and the same shall be treated as Buyer's confidential information, shall be used by Seller only to complete this order and shall be returned upon completion or termination of this order, along with all copies or reproductions thereof, provided copies or reproductions shall be made only with Buyer's written consent.
- B. All materials, including tools, special dies and patterns furnished or specifically paid for by the Buyer, shall be the property of the Buyer, shall be returned to Buyer when no longer required hereunder, shall be used only to complete this order and shall be segregated and clearly identified as property of the Buyer. Seller assumes all risk and liability for loss or damage thereto, except for normal wear, and agrees to permit inspection and supply detailed statements of inventory upon request of Buyer.

5. Changes

Buyer may at any time by written notice make changes within the general scope of this order. If any such change affects the time for or cost of performance, an equitable adjustment shall be made in the delivery schedule, purchase price, or both by agreement of the parties. All claims by Seller for adjustment under this clause must be asserted in writing and in full within (30) days from the date of notification of the change or shall be waived. Nothing herein shall excuse Seller from proceeding with the order as changed. No extras shall be allowed except pursuant to written changes and this clause.

6. Termination

- A. Buyer may at any time terminate this order, in whole or in part, by written notice, whereupon Seller shall terminate work pursuant to the terms of such notice. Seller shall promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. Seller shall comply with Buyer's instructions regarding disposition of such work and material. All claims by Seller based on such termination must be asserted, in writing and in full, within ninety (90) days from the date of notification of the termination, or shall be waived. Buyer shall pay Seller the purchase order price of finished work and the cost to Seller (excluding profit or losses) of work in process and raw material; less however, (I) the agreed value of any items used or sold by Seller with Buyer's consent, and (ii) the reasonable value or cost (whichever is higher) of any defective, damaged or destroyed work or material and any items sold or used by Seller without Buyer's consent. Buyer will make no payments for finished work in process or raw material fabricated or procured by Seller unnecessarily in advance or in excess of Buyer's delivery requirements. The payment provided under this clause shall constitute Buyer's only liability in the event this order is terminated as provided herein. The foregoing provisions of this clause shall not apply to any termination by Buyer for default of Seller or under the following provisions of this clause unless a court shall find such termination by Buyer to be improper.
- B. To the extent this order covers items normally carried in inventory by Seller (as distinguished from items specially made to Buyer's specifications), Buyer shall have no liability for any termination of this order, in whole or in part, prior to actual shipment and for any termination, within ten (10) days after receipt by Buyer its liability shall be limited to returning said items and reimbursing Seller for direct costs of handling and transportation.
- C. Buyer shall not be liable for failure to take delivery of material of work or render any other performance in the event for fire, accidents, labor difficulties, governmental actions, third party failures or any other conditions beyond Buyer's reasonable control render it commercially impractical for Buyer to do so

7. Government Contracts

If this order is for material or work under a government contract or subcontract, all contract provisions applicable hereto and required by law, order regulations or Buyer's government contract or subcontract are hereby incorporated herein by reference as fully as if set forth herein in full. Where necessary to make the context of such provisions or clauses applicable to this order, the term "Contractor", "Contract", and "Government" or "Contracting Officer" (or terms of similar import) shall mean respectively Seller, this order, and Buyer.

8. Notice

Zircoa inc. values highly the confidence and good will of its customers and suppliers. We offer our products only on their merit, and we expect our customers to judge and purchase our products and services solely on the basis of quality, price, delivery and service. Likewise, Zircoa Inc. buys only on merit, and we judge and purchase solely on the basis of quality, price, delivery and service. Zircoa Inc. corporate policy applies in all relationships with our customers and suppliers.