

**Busche Enterprise Division, Inc.**  
**Busche Workholding**

**Terms and Conditions of Sale**

Unless otherwise specifically stated in the offer to sell goods submitted herewith ("Sales Quotation"), these Terms and Conditions establish the rights, obligations and remedies of Busche Enterprise Division, Inc. doing business as Busche Workholding ("Seller") and Buyer, which apply to this offer and any resulting order. All production and sales by Seller are subject to these Terms and Conditions. Seller hereby rejects any and all Terms and Conditions on Purchase Orders or any other documents which purport to reject or modify these Terms and Conditions for production and sales.

**1. Offer.** These Terms and Conditions of Sale apply to all goods and/or services ("Products") sold and/or performed by Seller and are incorporated into each and every Sales Quotation or other document relating to such Sales Quotation issued by Seller. The Sales Quotation constitutes Seller's offer to the Buyer identified in the Sales Quotation ("Buyer") to sell the Products identified in the Sales Quotation and otherwise to enter in the agreement the Sales Quotation describes and the Sales Quotation shall be the complete and exclusive statement of such offer and agreement.

**2. Acceptance.** The issuance of purchase order documents against this offer shall constitute an acceptance of the offer and not a counteroffer and shall create a contract of sale (hereinafter referred to as "Contract"), subject to final credit approval and acknowledgement by Seller. Provisions contained in the purchase order documents issued against this offer which materially add to or subtract from the provisions of this offer shall not be a part of the Contract unless specifically agreed to by Seller in a written acknowledgement.

**3. Delivery, Title and Risk of Loss.** All delivery under the Contract shall be ExWorks Seller's plant (IncoTerms 2010), unless otherwise stated in the Sale Quotation, and all costs for transportation shall be borne by the Buyer, except where otherwise indicated in the Sales Quotation. Except as otherwise expressly agreed in writing by Seller, title and risk of loss of or damage or delay to the goods supplied under this Contract shall pass to Buyer when Seller delivers the goods to the carrier, which shall be designated by Buyer. Buyer shall contact Seller within seven days of receipt of all goods delivered hereunder to report any product defect or variation from specification. Buyer's failure to inspect the product within seven days of receipt, or to contact Seller within seven days to report a defect or specification variation or Buyer's use of the product or delivery to the Buyer's customer, will serve to void all warranties, expressed or implied, and waive all of Seller's liabilities for any and all injury or damage to Buyer, Buyer's Customer or any third party, caused by product defects or failure to follow product specifications.

**4. Prices.** Unless otherwise stated in the Sales Quotation, prices for all products and services hereunder shall not include shipping, handling, transportation, storage, packaging, federal, state, local, sales, excise or other taxes assessed on the sale of products and do not include duties, customer or import/export expenses of any kind. Prices for machining and assembly services will remain fixed during the period stated in the Sales Quotation but prices for finished products which include raw materials will fluctuate based directly upon pricing changes of the raw materials.

**5. End Use.** Determination of the suitability of the goods purchased by Buyer for the use contemplated by Buyer or Buyer's customer is the sole responsibility of Buyer or Buyer's customer, whichever the case may be, and Seller shall have no responsibility in that connection. Buyer assumes all risk and liability for loss, damage or injury to property of Buyer and others arising out of the use or possession by Buyer of the goods furnished to Buyer by Seller under this Contract.

**6. Excusable Delay.** Seller shall not be responsible for production or performance delays or stoppages caused by elements beyond its control including, but not limited to, (i) an act of God or of public enemy or war (declared or undeclared) or of persons engaged in subversive acts, espionage or civil commotion, (ii) an act of governmental or quasi-governmental persons, government regulations or restrictions imposed by law or by court action, (iii) a fire, flood, earthquake, explosion or other catastrophe, (iv) an epidemic or quarantine



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restriction, (v) a strike, slowdown, lockout or labor stoppage, or (vi) a failure of usual sources of supply of materials, parts, power or transportation.

**7. Warranty.** All components manufactured by Seller are guaranteed against defects in material and workmanship for a period of one year from the date of shipment. During this period, any such material will be repaired or, at the Seller's discretion, replaced free of charge, providing the components have been properly installed, used, and maintained, and have not been subjected to circumstances and conditions for which the components are not designed. Purchased components used in manufacture shall be warranted only to the extent of the warranty provided by the component manufacturer and Seller provides no warranty with respect to such components. Except as otherwise specifically set forth in the Contract, THIS WARRANTY IS IN LIEU OF ALL OTHER WRITTEN OR UNWRITTEN, EXPRESSED OR IMPLIED WARRANTIES. Buyer waives all rights against Seller for any damages to its property or that of a third party, or for injury to any person, however caused, except where such damages or injury is proximately caused by the sole negligence of Seller, its agents, subcontractors, employees, or other representatives, and in no event shall Seller's total liability exceed the purchase price of the products shown to be defective. No person is authorized to give any other warranties or to assume any other liability on the part of Seller, unless agreed to in writing by an authorized officer of Seller.

**8 Final Pricing.** The Sales Quotation is based on the current process information in the RFQ relayed to Seller. Upon Seller' receipt of the final part process, machine specifications, and tooling information Seller will confirm pricing and delivery quotations. Any part print revisions or customer requested fixture concept design changes that require additional labor or materials by Seller will be quoted upon receipt of the changes.

**9. Print Conversion.** Conversion from Seller's standard drawings to other formats will be quoted at Seller's standard hourly conversion rate.

**10. Machine and Tool Capabilities.** Seller is responsible for ensuring that all fixtures properly hold components to defined datum structure and is not responsible for machine or tooling capabilities.

**11. Tooling Project Cancellation.** Any tooling or workholding purchase order cancellation will require payment of 20% of the total purchase price plus payment in full for all direct expenses already incurred including, but not limited to, labor, materials, subcontractor expenses, project management and assembly. All materials will be shipped to customer upon request and receipt of payment in full of the above amounts.

**12. Delivery.** All delivery times quoted in the Sales Quotation are good faith estimates based upon work schedules and resource availability at the time of quotation. Firm delivery times will be provided upon receipt and acceptance of purchase order. Seller will not be responsible for delivery delays caused by failure to receive timely design approvals or necessary information, including specifications and/or process changes, from Buyer.

**13. Governing Law.** These terms and conditions, the Contract and all agreements that arise from the Sales Quotation shall be construed and governed in accordance with the Laws of the State of Indiana.



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APPROVED BUSCHE LEGAL

By: DTA DATE: 9/6/2013