



## ACI Services, Inc. Terms & Conditions

1. **QUOTATIONS:** All quotations are valid for 60 days from the date thereof unless otherwise specified. Thereafter, all prices are subject to change without notice. Prices are F.O.B. the ACI Services, Inc. (ACI) facility as specified with no freight allowed unless specifically stated. Verbal quotations must be acknowledged by ACI in writing to be valid. Standard terms are Net thirty (30) days, unless otherwise specified. If no credit status can be established, the purchaser must provide payment in full prior to shipment of goods.

ACI is furnishing only the services and equipment specified herein and does not assume any responsibility for other services and material not being supplied by ACI, nor the effect thereof on the overall operation of the system of which the equipment is part. Accordingly, any comments from ACI regarding Purchaser's drawings are responsive only and ACI shall not be liable thereof.

2. **LIMITED WARRANTY:** ACI warrants parts of its own manufacture to be free of defects in material and workmanship, when installed and used in the normal manner for which intended, for one year from date of shipment unless otherwise noted. For material manufactured by others and supplied unmodified by ACI the warranty shall be limited to that offered by that part's manufacturer.

The obligation of ACI and the Purchaser's sole and exclusive remedy hereunder shall be limited, at the option of ACI, to the following:

1. Replacement or repair of any equipment supplied pursuant to this quotation, provided that ACI has determined such parts not to be as warranted.
2. ACI reserves the right, at its sole discretion, to refund the purchase price, less a reasonable charge for utilization by Purchaser, for any warranted equipment deemed to be so defective as to preclude replacement or repair pursuant to number 1 above.
3. ACI Services, Inc. does not warrant the quality of goods "sold as is where is" for any purpose. However, within five (5) days after receipt of goods, buyer may return any defective "as is where is" goods to the seller's site, in the same condition as received. Upon receipt of such returned goods at seller's site and upon seller's concurrence that the goods are defective, the purchase price paid by buyer will be refunded.
4. If a failure in the equipment occurs within the warranty period, the Purchaser shall immediately notify ACI of the failure and arrange for prepaid return transportation of the equipment. The purchaser shall pay for all freight charges on parts returned and repaired or replaced pursuant to the terms of this statement of limited warranty. Purchasers may contact ACI at 125 Steubenville Ave., Cambridge, OH, 43725. Phone: (740) 435-0240.

This warranty is applicable provided that: a) the buyer has acquired equipment directly from ACI or an authorized distributor; b) buyer gives written notice of any alleged defects to ACI within 12 months of delivery; c) ACI has been given reasonable opportunity to inspect alleged defective goods.

This warranty is voided provided that the equipment becomes defective in whole or in part a) because of installation or repairs by others not made in accordance with ACI recommendations and procedures; b) as a result of improper use, operations above the nameplate or owner's manual ratings specified, or misapplication after delivery to the buyer.

ACI makes no other warranties whether express or statutory, nor any other affirmation of fact or promise, with respect to the equipment supplied pursuant to this quotation.

UNDER NO CIRCUMSTANCE SHALL ACI BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES. IMPLIED WARRANTIES HEREUNDER SHALL BE COEXTENSIVE IN TIME WITH THE PERIOD OF THE EXPRESS WARRANTY DESCRIBED ABOVE. THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND THE LIMITATION ON THE LENGTH OF IMPLIED WARRANTIES DOES NOT APPLY WHERE PROHIBITED BY LAW.

3. **DELIVERY:** Delivery promises on quotations are based on our production schedule at the time of quotation. Promises of delivery on acknowledgments are given as accurately as conditions permit. We will make every attempt to ship according to the stated delivery terms; however, we cannot accept any responsibility for delays which are reasonable or beyond our control. ACI will assume no liability for damages arising out of failure to deliver material within the time promised.



**FORCE MAJEURE:** ACI, in its sole discretion as seller, may terminate, delay or suspend performance hereunder and shall not be liable for any delay, damage or loss occasioned thereby, if ACI is limited in or is unable to perform hereunder because of force majeure, which shall include without limitation, acts of God, fires, explosions, labor disputes, strikes, lockouts, boycotts, picketing or other industrial disturbances; wars or police actions; delays of carriers; failure, curtailment or delay of ACI's operations; governmental regulations, restrictions, controls, rationing or guidelines, voluntary or mandatory, legislative or executive; inability to obtain parts, equipment, inventory, labor or any of the Goods at reasonable prices or for any other reason; and all interruptions of business casualties, events or circumstances beyond the control of ACI, similar or dissimilar. Buyer shall accept as full and complete performance of any contract resulting here from such portion of the Goods as ACI determines it is able under the circumstances to deliver in accordance herewith.

**DELIVERY DATE:** The delivery date set forth herein is approximate only, is not guaranteed and may be extended by ACI for a reasonable time if conditions, in ACI's sole discretion, warrant. ACI shall in no event be liable for special incidental or consequential damages resulting from failure to meet delivery schedules.

**CLAIMS:** Claims for shortages or erroneous charges must be presented to ACI within ten (10) days after receipt of or access to the Goods or such claims will not be allowed.

4. **INSPECTION:** Any claim with respect to nonconformity or defects in quality or quantity must be presented in writing to ACI at its place of business in Cambridge, Ohio, within a reasonable time after receipt of goods. The parties agree that a reasonable time is not to exceed ten (10) days. Failure to present any claim within a reasonable time shall constitute an irrevocable acceptance of the goods and an admission that it fully complies with all terms, conditions, and specifications of the agreement. Upon discovery of a nonconformity in the goods, Buyer shall return the goods to ACI only with ACI's consent. Upon notice of a nonconformity, the Buyer shall afford ACI a reasonable opportunity to inspect the goods. The Buyer shall not be entitled to revoke acceptance of the goods after making an irrevocable acceptance or an admission that it fully complies with all requirements of the agreement.
5. **SECURITY INTEREST:** Until the Purchase Price is paid in full: (a) ACI retains title to and Buyer grants ACI a security interest in the Goods together with all parts, accessories, attachments and accessions, now or hereafter installed in or affixed thereto; (b) Buyer shall execute financing statements on request and irrevocably authorizes ACI to execute same on Buyer's behalf; (c) Buyer shall keep the Goods in good repair and free from all liens and encumbrances and shall assume all charges for storage and shall fully insure same at its expense against loss from any cause, with ACI made loss payee. Any such loss, destruction or damage shall not operate to relieve the Buyer from the obligation to pay the Purchase Price.
6. **TOOLING, EQUIPMENT AND DESIGNS:** All equipment, dies, patterns, molds, gauges, taps, jigs, fixtures and other tools and all designs, drawings, specifications, technical documents and other such material which are required, produced or furnished by ACI pursuant to an order resulting here from, shall, unless otherwise stated hereon, remain the sole property of ACI regardless of whether any charges are made for them in any event and regardless of ownership. ACI shall not be responsible for maintaining any equipment, dies, patterns, molds, gauges, taps, jigs, fixtures, or other tools more than three years after the Buyer's most recent production order.
7. **SHIPMENT:** Unless otherwise specified herein, all shipments are F.O.B. plant, and ACI's responsibility terminates upon the delivery of products in good order at its plant to a carrier for transportation. In the absence of definite shipping instructions, ACI may ship the goods collect freight to the purchaser by any common carrier which it considers to be satisfactory.
8. **REMEDIES AND LIMITATION OF LIABILITY:** Any controversy or claim arising out of or relating to this invoice or the order acknowledgment, or the breach thereof, shall be settled by arbitration in Columbus, Ohio in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.
9. **CANCELLATION:** Order shall not be subject to cancellation or modification, either in whole or in part, without the seller's consent, and then only under the terms that will reimburse the seller for all applicable costs incurred by same, including costs of purchased materials, engineering costs, and a reasonable allowance for profit.