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## Terms and Conditions

1. **DEFINITIONS:** As used in these Terms and Conditions of Sale, "order" shall mean customer's Purchase Order and all its attachments and exhibits; "materials" means any materials, machinery, equipment, article, item of work provided for in the purchase order; "Purchaser" means the person, firm or corporation by whom the purchase order issued; "Novatec" means Novatec, Inc. and "proposal" means the quotation in which materials were offered by NOVATEC.

2. **PRICES:** All prices are F.O.B. shipping point, unless otherwise noted. Minimum billing charge \$50.00 net. Prices named herein are not subject to any change from the prices in effect on date that order is received, unless changes are made to the equipment specifications.

3. **SHIPPING DATES:** The time of shipment given is approximate and is estimated from the date of receipt of order with complete manufacturing information and approval of drawings as may be necessary. NOVATEC shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Purchaser or by reason of "force majeure" which shall be deemed to mean all other causes whatsoever not reasonably within the control of NOVATEC, including, but not limited to, acts of God, war, riot or insurrection, blockades, embargoes, sabotage, terrorism, epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, and inability to secure materials, labor or manufacturing facilities. Any delay resulting from any such cause shall extend shipping dates correspondingly. NOVATEC shall in no event be liable for any special, indirect or consequential damages arising from delay irrespective of the reason therefore, and receipt by the Purchaser shall constitute acceptance of delivery and waiver of any claims due to delay.

4. **PAYMENT TERMS:** Unless other terms are agreed to by NOVATEC and the Purchaser, the following terms apply. Under \$25k: Net cash within thirty (30) days after shipment, or after notification that we are ready to ship. Over \$25k: 40% down, 30% prior to shipment and balance Net 30. The prices specified are in U.S. currency, payable in New York exchange free of all expense to Novatec for collection charges. Pro rata payments shall be made for partial shipments. If delivery is prevented or postponed at the Purchaser's request or by reason of any other cause set forth specifically or by implication in paragraph 3 above, then all dates of payment related to delivery shall relate to the date of completion of manufacture. Letters of credit or other credit instruments established to provide payment for the machinery specified in this proposal shall make provision for payment as set forth above where delivery is prevented or postponed under such circumstances. Storage of such machinery will be at the Purchaser's expense and risk. When in the opinion of NOVATEC, the financial condition of the Purchaser renders it necessary, NOVATEC may require cash payment or satisfactory security before shipment.

5. **LOSS, DAMAGE OR INJURY:** Purchaser agrees to indemnify and save harmless, NOVATEC from all claims for loss, damage or injury sustained by the Purchaser, its employees, or any person whomsoever, by reason of any defect in design, material, manufacture or workmanship of said goods, whether the same be caused by the sole negligence of Novatec or otherwise.

6. **WEIGHTS AND DIMENSIONS:** Shipping weights and dimensions given in the NOVATEC Proposal are as close to actual as practicable, but are not guaranteed. No claims will be allowed because of any discrepancy between actual weight and dimensions of material shipped and listed data, unless specifically agreed upon prior to shipment.

7. **SHIPPING AND PACKING:** All material is carefully packed for shipment and Novatec will not be responsible for loss, delay or breakage after having received "in good order" receipts from the transportation company. All claims for breakage loss, delay and damage should be made to carriers, but NOVATEC will render Purchaser all possible assistance in securing satisfactory adjustment of such claims.

In the absence of directions, goods will be shipped by the method and via carrier NOVATEC believes dependable.

Goods held in factory beyond delivery date for convenience of Purchaser will be invoiced on date of completion and terms of payment will apply as from invoice date. Such goods will be subject to charges for warehousing and other expenses incident to such delay.

8. **CANCELLATION:** Orders are not subject to cancellation or change in specifications, shipping schedules or other conditions originally agreed upon without written consent from NOVATEC and then, only upon agreement to compensate Novatec for loss caused by such cancellation or changes.

9. **COST ANALYSIS:** No cost analysis of the cost of manufacturing the equipment sold will be supplied and no examination or audit of NOVATEC books and records will be permitted for any reason whatsoever.

10. **RETURNS FOR CREDIT:** No returns for credit will be accepted unless written permission from NOVATEC has been obtained in each case in advance. Only sizes and designs taken from the regular NOVATEC product line which are in active demand can be accepted for credit. Credit will be based on prices prevailing at the time of return, or invoiced price, whichever is lower, subject to deduction for handling and an additional deduction for expenses incurred in restoring goods to salable condition. Obsolete or specially manufactured goods can be accepted for return or credit only to the extent of value to NOVATEC in each case. No credit will be issued to other than the original Purchaser.

11. **JIGS, FIXTURES, DIES, ETC:** Any jigs, fixtures, dies, tools or patterns required shall be the property of NOVATEC, regardless of whether the costs of the same are paid by the Purchaser or not.

12. All sales under all orders and these terms and conditions are subject to NOVATEC and/or Government Priorities, laws and regulations, now or hereafter established.

13. NOVATEC reserves the right to change, discontinue or modify the design and construction of any NOVATEC product or to substitute material equal to or superior to that originally specified

14. DRAWINGS: If drawings are furnished with this proposal, they are submitted only to show the general style, arrangement and approximate dimensions of the machinery offered. No work is to be based on proposal drawings. Foundation or assembly drawings certified by NOVATEC will be furnished, when required, after the acceptance of this proposal. Such foundation drawings will show location for foundation bolts and dimensions recommended for soil conditions that are satisfactory.

15. TAXES: The Purchaser shall pay to NOVATEC, in addition to the purchase price, the amount of all Sales, Use, Privilege, Occupation, Excise, or other taxes, Federal, State, Local or Foreign which NOVATEC is required to pay in connection with furnishing goods or services to the Purchaser.

16. If delivery specified is F.O.B. point of destination or F.O.B. the NOVATEC plant (or where made) with freight allowed, the Purchaser shall pay to NOVATEC, in addition to the purchase price, any amount by which transportation charges may be increased, by reason of increased transportation rates, between the dates of this proposal and the time of shipment.

17. PATENTS: NOVATEC shall defend any suit or proceeding brought against the Purchaser so far as based on a claim that any product furnished hereunder constitutes an infringement of any United States Patent, if notified promptly in writing and given authority, information and assistance (at the expense of NOVATEC, Inc.) for the defense of same, and NOVATEC shall pay all damages and costs awarded therein against Purchaser. In case the product is in such suit held to constitute infringement and the use thereof enjoined, NOVATEC shall, at its own expense, and at its option, either procure for the Purchaser the right to continue using said product, or replace same with a non-infringing product, or modify it so it becomes non-infringing.

18. SERVICE: Unless otherwise specified, a separate charge will be made for field service. For installation outside U.S.A. instructions (in English) are supplied with the equipment to enable the customer to make a satisfactory installation. Service is available within the U.S.A. from NOVATEC or from a NOVATEC representative with whom customer will arrange directly for service. Request for service should be made well in advance of the need.

19. INSTALLATION: Labor and materials for startup and installation are not included unless specified separately on the order acknowledgement.

20. ERRORS: All clerical errors are subject to correction.

21. PRECEDENCE OF DOCUMENTS: In the event of any conflict between these Terms and Conditions and Specifications and Drawings, NOVATEC Terms and Conditions shall prevail. In the event of any conflict between NOVATEC Specifications and NOVATEC Drawings, the NOVATEC Specifications shall prevail.

22. CAPTIONS: The captions in this Agreement are intended for convenience only and shall not be construed in the interpretation of this Agreement.

23. GENERAL: NOVATEC will comply with all Federal, State and Local laws, and specifically represents that all products will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

No waiver, alteration, or modification of any of these TERMS AND CONDITIONS OF SALE shall be binding upon NOVATEC unless in writing and signed by an authorized representative of:

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