

## **Parker Hannifin's General Conditions of Sale of Equipment**

1. NO WARRANTY: ALL EQUIPMENT IS PURCHASED "AS IS WHERE IS". PARKER HANNIFIN MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE NATURE, QUALITY, VALUE OR CONDITION OF THE GOODS OR ITS SUITABILITY FOR ANY USE. PARKER HANNIFIN MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

2. Loading: All loading, handling and transportation costs are for Buyer's account unless otherwise agreed to in writing.

3. Payment: Buyer will make payment in full, including all applicable taxes and duties, before removal of the equipment. Any partial payments for equipment made to Parker Hannifin are non-refundable. Payment will be by certified check, bank money order or company check, at Parker Hannifin's discretion. A refund to the Buyer, or additional payment by the Buyer shall be made to account for differences in quantities received versus quantities bid. Buyer shall advise Parker Hannifin in writing of any discrepancies within 48 hours of collection. Unless the parties otherwise agree all sales shall be in US currency.

4. Taxes and Duties: The price agreed for the equipment is exclusive of taxes, duties and other charges that may be levied or due thereon, which shall be the responsibility of, and be borne by the Buyer, unless otherwise agreed between the parties. Buyer agrees to pay sales or use taxes or other taxes, charges, duties or fees required to be paid by the Buyer or collected by Parker Hannifin by reason of this sale, or to provide Parker Hannifin with a valid tax exemption certificate. Any customs duty and taxes applicable will be for Buyer's account, and any import/export licenses required must be arranged by the Buyer. Buyer agrees to indemnify and hold Parker Hannifin harmless from any liability and expense by reason of Buyer's failure to pay any required taxes, duties, charges or fees.

5. Title Transfer: Only following receipt of payment in full to Parker Hannifin will title and risk in the equipment pass to Buyer, who will then be allowed access to Parker Hannifin's premises, during normal business hours on a prearranged basis, for the purpose of removal of the equipment. Buyer shall remove the equipment within thirty days of receipt of Parker Hannifin's acceptance of Buyer's offer. In the event that Buyer fails to so remove the goods, Parker Hannifin reserves the right to assess a storage charge to Buyer, unless otherwise agreed between the parties. Once title has passed as set out herein, all risk and liability associated with equipment shall be to the account of Buyer and Buyer shall indemnify and hold Parker Hannifin harmless for any claims associated therewith while equipment remains on Parker Hannifin premises except in the event of Parker Hannifin's negligence or willful misconduct.

6. Site Safety Policies: While present on Parker Hannifin property, Buyer, including its contractor, shall comply with all federal, state and local regulations, as well as Parker Hannifin site safety and security procedures. Buyer, including its contractor, shall immediately report to Parker Hannifin all unusual incidents with potentially adverse safety, health or environmental implications, including slips, falls, equipment malfunctions, fume releases and any situation requiring first-aid or medical observation or treatment. Upon request and in other appropriate circumstances, Parker Hannifin may provide first-aid and emergency medical treatment to Buyer's, or to its contractor's, employees. Buyer agrees to indemnify and hold Parker Hannifin harmless from any claims, causes of action and/or damages resulting from injury to or death of any person, including its own or its contractor's employees, or damage to any property arising out of any first-aid and emergency medical treatment provided by Parker Hannifin hereunder, whether or not proximately caused, in whole or in part, by negligence, gross negligence or strict liability of Parker Hannifin.

7. Buyer shall advise its employees, its contractors and agents that (1) it is the policy of Parker Hannifin to prohibit use, possession, sale, manufacture, dispensing and distribution of drugs or other controlled substances on its premises, and to prohibit the presence of an individual with such substances in the body for nonmedical reasons in the workplace; (2) entry onto Parker Hannifin property constitutes consent to an inspection of the employee's person, vehicle and personal effects when entering, while on, or upon leaving Parker Hannifin property; and (3) any person who is found in violation of the policy or who refuses to permit inspection may be removed or barred from Parker Hannifin property at the discretion of Parker Hannifin.

8. If Buyer, or its contractor, in the course of removal of the equipment, causes damage to Parker Hannifin's premises (being for the purposes of this agreement the premises where the equipment is stored), Buyer will be responsible for effecting the necessary repairs or meeting the total cost of doing so as determined by Parker Hannifin, and Parker Hannifin shall be entitled to retain possession of the equipment until Buyer has either completed the repairs or paid for the cost of repair.

9. Indemnity: Buyer shall indemnify, save harmless and defend Parker Hannifin from any and all liability, loss and expense arising from or growing out of the removal, handling, use, disposition, possession, transportation or conveyance by Buyer or by any other party of said equipment except to the extent caused by the negligence of Parker Hannifin.

10. Insurance: Buyer or his representative shall carry and maintain in force at all times relevant hereto, at Buyer's expense, at least its current levels, as of the effective date of this Agreement, of Workers' Compensation, Commercial General Liability, Bodily Injury, and Goods Damage Insurance, or the following minimum coverage limits, whichever is greater:

(a) Workers' Compensation - Statutory; and Employer's Liability - \$500,000 per accident/per employee.

(b) Commercial General Liability (Occurrence Form), including Contractual Liability, in a combined limit for Bodily Injury and Goods Damage - \$1,000,000 per occurrence.

Upon request, certificates of insurance evidencing the coverage required above shall be provided to Parker Hannifin. Such certificates shall provide that the insurer will give Parker Hannifin thirty (30) days advance notice of any changes in or cancellation of coverage. Failure to request such certificates does not waive or relieve any of Buyer's insurance obligations. If in connection with the work being performed hereunder, if Buyer will not use motor vehicles on Parker Hannifin property other than designated parking areas, a letter so stating is acceptable in lieu of the automobile insurance certificate.

11. No claim of any kind, in connection with the equipment whether or not based on negligence shall be considered hereunder. Equipment shall not be returned to Parker Hannifin and Parker Hannifin shall have no liability to return all or part of the purchase price. Buyer acknowledges and agrees that purchases hereunder shall be final. In no event shall either party be liable for special, indirect or consequential damages whether or not caused by or result from the negligence of such party.

12. Warning - Hazardous Substances: Buyer is hereby put on notice and so acknowledges that the equipment may have been used or otherwise come in contact with flammable, toxic, corrosive or otherwise hazardous substance(s). Although Parker Hannifin has cleaned the equipment, such substance(s) may still be present to some extent on/in the equipment. Parker Hannifin will provide Buyer Material Safety Data Sheet(s) or comparable information concerning such substances known to be present in/on the equipment, if applicable, but Parker Hannifin does not guarantee the completeness and suitability of such information for Buyer's purposes. Buyer agrees that it is responsible for (i) determining and following the necessary health and safety precautions in all activities involving the equipment; (ii) ensuring that the equipment is not used in food, drug or other applications in which presence of such hazardous substances is legally prohibited; and (iii) notifying any other party to whom the equipment is transferred, or who otherwise comes in contact with the equipment, of the possible presence of such hazardous substances and the information provided or referred to herein.

13. This agreement is not assignable by the Buyer in whole or in part except with Parker Hannifin's written consent.

14. In the event that Parker Hannifin has any doubt at any time as to Buyer's financial responsibility, Parker Hannifin may decline to make further sales except upon receipt of cash or satisfactory security.

15. This agreement shall be governed and construed in accordance with the laws of the State of Ohio without giving effect to principles of conflict of law and the courts within Ohio will be the only courts of competent jurisdiction. This contract will not be governed by the U.N. convention on contracts for the International Sale of Goods.

16. In the event that an Article of this agreement is found to be void or unenforceable such finding shall not be construed to render any other Article of this agreement either void or unenforceable and all other Articles shall remain in full force and effect unless the Articles which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

17. This agreement contains the entire agreement between the parties. There are no previous contemporary understandings, representations or warranties not set forth herein. No subsequent modifications of this agreement, including the issuance by Buyer of a Purchase Order, shall be of any force or effect unless in writing, signed by each of the parties hereto. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any default by the other which may thereafter occur.