

TERMS AND CONDITIONS

- These Terms and Conditions (these "Terms") contain the entire agreement between Lantech.com LLC (hereafter referred to as Seller) and Buyer regarding the matters contemplated herein. There are no representations, understandings, agreements, or warranties, whether oral or written, that are not expressly included herein. Seller's acceptance of Buyer's order is expressly limited to these Terms, and any additional or different terms set forth in Buyer's purchase order or elsewhere are hereby rejected unless expressly agreed to in writing by Seller. These Terms cannot be modified or rescinded except by the authorized representatives of both parties in writing. Buyer's acceptance of delivery and/or use of the equipment and/or products constitutes Buyer's agreement to these Terms.
- Delivery shall be deemed made, and title to the goods shall be deemed to pass to Buyer, when the goods are tendered directly to Buyer or to the carrier at the point of shipment (FOB Seller Plant, Louisville, KY). Risk of damage or loss shall pass to Buyer when the goods are tendered to the carrier at the FOB point. Any delivery date specified herein is approximate and may vary within reasonable limits. Delivery may be in lots determined by Seller.
- Seller shall not be liable for any failure to deliver hereunder if such failure is a result of any strike, lockouts, riots, fire, acts of God, embargoes, failures to secure materials from usual sources of supply, accidents, war, government actions, or any other circumstances beyond Seller's control that prevent Seller from making deliveries in the normal and usual course of business.
- Failure by Seller to deliver any shipment according to these Terms shall not affect these Terms with respect to any other shipments and shall not affect any of Buyer's obligations hereunder. Any adjustment made on any shipment not delivered according to these Terms shall have no effect on any other shipment provided herein. Failure by Seller or Buyer to insist upon strict performance of any provision of these Terms shall not be deemed a waiver of Seller's or Buyer's respective rights or remedies nor a waiver by Seller or Buyer, respectively, of any subsequent default by the other on the performance of, or compliance with, these Terms. Buyer and Seller may exercise any or all of their remedies successively or concurrently.
- If Seller is prevented by any contingency from supplying the full quantity of goods that it is at such times contractually required to supply to its customers, Seller shall have the right, at its discretion, to allocate production and deliveries among its customers. In that event, these Terms shall be binding on Buyer and Seller for the quantity allocated.
- Any and all shipments made against this order will be on the basis of prices prevailing at the time the order is entered and/or acknowledged by Seller.
- Prices stipulated herein are subject to change by Seller from time to time to the extent of increases resulting directly or indirectly from any present or future legislation and/or governmental laws of any nature, or any taxes by Federal, State, or local governments affecting raw material costs, working hours, wages and/or production; and Seller may modify shipments to the extent necessitated by any such legislation, tax, regulation or action or to the extent that any of the foregoing affect deliveries by Seller's suppliers. Buyer shall absorb or reimburse Seller, on demand, for any excise, sales or US taxes incident to this transaction for which Seller may be liable. Seller shall be under no obligation to contest the liability of such tax or exaction or to prosecute any such claims for refund or return.
- Seller represents that with respect to production of the articles and/or the performance of the services covered by this order it has fully complied with Section 12(A) of the Fair Labor Standards Act of 1938, as amended.
- If Buyer fails to fulfill previous terms of payment or Seller has any doubt at any time as to Buyer's financial responsibility, then Seller may decline to make further deliveries except upon receipt of cash or other special arrangements.
- If Buyer becomes bankrupt or insolvent, then Seller may, upon notice to Buyer, terminate further performance under these Terms. Such termination shall not prejudice Seller's rights to any amounts then due under these Terms for goods delivered or in process.
- Upon Buyer's default in payment for any shipment hereunder, Seller may give Buyer written notice of its obligation to pay the full amount then due and owing within five (5) days. If Buyer does not comply with such notice, then Seller may cancel, without liability, this and/or any or all other contracts then existing between the parties. Upon such cancellation, Seller may resell any goods so contracted for whether finished or in process and recover from Buyer the difference between the resale price and the contract price together with incidental damages allowed by law.
- Seller accepts this order from Buyer on a non-cancelable basis. Goods sold hereunder are returnable to Seller only upon Seller's written determination as to their defective workmanship.
- Seller warrants the goods manufactured by it and sold pursuant to these Terms to be free from defects in material and workmanship under normal use and service for a period of: (a) sixty (60) months for Q Semi-Automatics; (b) thirty-six (36) months for Q Automatics, S Semi-Automatics, S Automatics, Case Equipment and Shrink Tunnel Equipment; and (c) twelve (12) months for Lan-ringers, Ring Straddles, Shrink Bundler and Shrink Wrapper Equipment and all other equipment, replacement parts and retrofits from date of shipment or the period stated in Seller's quotation and/or Seller's order acknowledgment. This warranty shall not apply to any goods that have been (a) altered or modified in any way by Buyer or any third party; (b) misused, used negligently, not maintained or maintained improperly, misapplied, subjected to an improper site selection (such as in an explosive environment), or installed improperly by anyone other than Seller; or (c) installed, operated, and/or maintained in a manner contrary to and/or inconsistent with Seller's instructions. EXCEPT FOR THIS WARRANTY IN PARAGRAPH 13, SELLER MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY AND NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- Seller's liability, whether in contract or in tort, arising out of warranty, instructions or defects of any nature, and except for designated wear items, shall be limited to repairing or replacing, as Seller may elect, any equipment or equipment part manufactured or provided by Seller that is returned to Seller. Labor to remove and to replace defective parts and all return freight costs shall be Buyer's responsibility. Repair or replacement shall be limited only to that equipment or those equipment parts that examination discloses to Seller's satisfaction are defective in material or workmanship, provided the express warranty stated above has not expired before such equipment or equipment part is returned for repair or replacement. Buyer's remedy, as provided in this paragraph, is expressly agreed herein by Buyer to be exclusive. In no event shall Seller be liable for any special, indirect, incidental, consequential, or exemplary damages, including, without limitation, for any loss of profits, loss of future business or reputation, and third party claims for injury, death, or damage, whether based on tort or breach of contract or any other basis.
- Except for designs furnished and paid for by Buyer, no rights in patents and designs on goods covered by these Terms shall pass to Buyer except as an integral part of the goods, and Buyer shall not copy or cause to be copied or reproduced, either directly or indirectly, any such patents or designs.
- Seller shall indemnify Buyer and Buyer's customers and agents against liability, including reasonable costs and expenses approved in advance by Seller, for or by reason of actual or alleged infringement of any patent arising out of the manufacture, use, sale or delivery of the products furnished under these Terms. Buyer shall notify Seller, as soon as practicable, of any claim of infringement of which Seller becomes aware. Seller shall be responsible for no costs or expenses incurred by Buyer thirty (30) days or more before Seller's receipt of such notice. This Paragraph 16 shall not apply to any goods that have been repaired by Buyer or a third party or altered or modified in any way by Buyer or any third party.
- Buyer shall protect and indemnify Seller from any patent infringement claims on any such patents or designs furnished to Seller by Buyer.
- Except as otherwise expressly agreed by Seller in writing, Seller shall not be responsible for any liabilities incurred or alleged by Buyer related to or arising from any (a) property damage, personal injury, or death or (b) misuse, negligent use, lack of maintenance or improper maintenance, misapplication, improper site selection (including in an explosive environment), or faulty or improper installation by anyone other than Seller of any equipment that is subject to these Terms.
- Failure of Buyer to present a written claim stating any and all alleged deficiencies with respect to any shipment within ten (10) days of receipt hereunder shall constitute a waiver of all claims with respect thereto.
- All invoices shall be dated as of the delivery date determined in accordance with Paragraph 2 above. Each invoice shall be paid in accordance with its terms regardless of any claims by either party regarding any other invoice or the goods shipped thereunder.
- Buyer's obligations and rights pursuant to these Terms are not assignable without the written consent of Seller.
- Due to production requirements, Seller cannot approve any changes in the specifications for goods covered by these Terms unless such changes in specifications are requested in writing. If such requested changes in specifications are not acceptable to Seller, then Seller may cancel this order upon notification to Buyer.
- Seller shall not be responsible for the compliance of any equipment or equipment parts with any federal, state, or local or industry safety and/or environmental regulations or standards unless such compliance has been specifically agreed to in writing by Seller. Buyer shall be solely responsible for the installation, application, operation, configuration, maintenance, site location, and all modifications and alterations of any equipment or parts.
- Buyer is responsible for all costs and procedures to comply with the reporting and safe disposal requirements of electrical equipment and components as prescribed in the Waste Electrical and Electronic Equipment Directive (2002/96/EC)
- These Terms shall be interpreted in accordance with, and the rights and duties of the parties in connection herewith shall be governed by, the laws of the Commonwealth of Kentucky

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Specifications in this proposal are subject to change without notice.