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**1) - ACCEPTANCE / AGREEMENT.** These General Terms and Conditions (collectively, the "Terms") are hereby incorporated into the agreement to which these Terms are attached as if reproduced therein in full. Unless otherwise provided on the face of Interlake's quotation, all pricing provided shall be void in 60 days after issuance. These Terms shall apply to all services and products provided by Interlake Stamping of Ohio, Inc. ("Interlake") for or to the customer named in the agreement to which these Terms are attached ("Customer"), notwithstanding any contrary terms, conditions or warranties set forth in any purchase or work order or other document(s) submitted by the Customer. No other agreement or understanding in any way purporting to waive, alter or modify these Terms, shall be binding upon Interlake unless expressly agreed to in writing by Interlake. If any of the provisions of these Terms are inconsistent with or conflict with those of any other agreement, instrument or document, the provisions of these Terms shall control and govern in all instances. These Terms shall survive the delivery and/or completion of any and all products and/or services provided by Interlake to the Customer. THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ THESE TERMS, UNDERSTANDS THESE TERMS AND AGREES TO BE BOUND BY THESE TERMS.

**2) - PRICING.** Quoted prices are F.O.B. Interlake Plant and subject to adjustment for increases in freight charges where the quoted price includes the cost of delivery. Quoted prices are otherwise subject to adjustment for additional costs incurred by Interlake due to changes in the Customer's design or Customer's order. Unless agreed to the contrary by Interlake, all invoices are net 30days from the date of the invoice, without discount, and payable in US currency. All prices are exclusive of state and local sales and use taxes. The Customer shall pay all such taxes. Upon any failure of the Customer to timely make any payments due to Interlake, then at the option of Interlake (without limiting Interlake's other rights and remedies), Interlake may suspend any and all work for and shipments to the Customer until such time as the Customer's account has been brought current to Interlake's satisfaction.

**ENGINEERING.** An Engineering Charge will be applied by Interlake on original parts orders for development costs of tooling required to produce Customer's products and in connection with any changes made by the Customer in part design or specifications. These Engineering Charges are related to costs for a combination of special fixtures that are owned by Interlake and are assembled to produce parts to special configurations unless agreed upon in writing by Interlake.

**MATERIAL.** Material Prices Quoted are based on current costs and are subject to adjustment to reflect any cost increases in effect at the time of procurement. Where Interlake is responsible for procuring material, the material price includes the cost of shearing and handling. If the Customer supplies material, an additional charge will be applied for shearing and/or handling if required, as determined by Interlake in Interlake's sole and exclusive discretion.

**3) - QUANTITY.** Quoted prices are based on the quantity released for production and/or shipment at one time. Further, unless otherwise specified, all quotations are based on the Customer's acceptance of over-runs and under-runs not exceeding 10% of the quantity ordered. Where the Customer specifically requires an exact quantity, Interlake will accommodate as requested and may charge an additional fee.

**4) - DIES AND FIXTURES.** Dies and fixturing used in Interlake's production of parts for the customer shall be, and remain, the property of Interlake, and the Customer shall have no interest therein. All such dies and fixturing shall be maintained by Interlake free of charge for use in fulfilling Customer orders. To the extent parts are not ordered for a period of 5 years, related dies and fixturing will be considered obsolete by Interlake and may be disposed of by Interlake. In such event an additional charge may be charged to the Customer for any subsequent re-order of parts.

**5) - CUSTOMER TOOLING.** When Customer furnishes tooling for production parts a maintenance fee will be charged at cost when needed.

**6) - TOLERANCES.** Tolerances shown on prints will be maintained unless otherwise specified by Interlake. Where no tolerances are shown on print, Interlake will maintain standard commercial tolerances. Holes will be punched to size with commercial edge and breakage unless reaming is specified.



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**7) - SAMPLES.** A charge will be added for pre-production runs or samples if required, as determined by Interlake in Interlake's sole and exclusive discretion.

**8) - PACKAGING.** An additional charge will be applied for special handling and/or packaging if required, as determined by Interlake in Interlake's sole and exclusive discretion.

**9) - DELIVERY.** Completion and delivery of orders is based on existing work and production schedules and backlogs and is subject to the procurement by Interlake of materials used for the production of parts. Unless otherwise specifically agreed by Interlake, Interlake will not be liable for any loss or damages of any kind or nature whatsoever, whether direct, indirect or consequential, suffered by any person or entity as a result of any delay in performance, regardless of the reason for such delay. All product shipments and all services rendered, shall be deemed to be inspected and accepted by Customer two (2) days after the date of the Customer's receipt thereof. Interlake shall maintain all rights, interests, title and right of possession of the products shipped to the Customer, until Interlake has been paid in full and in cash therefor. In the event that Interlake incurs expenses in the enforcement of its rights under these Terms (including, but not limited, to attorneys' fees), then the Customer shall promptly reimburse Interlake the costs thereof. When products of an order are not shipped at one time, the Customer shall, at Interlake's option, pay to Interlake the proportional value of the products shipped. Notwithstanding any claim, demand or judgments that the Customer may have against Interlake, the Customer is prohibited from setting off any such amount from the amounts due to Interlake without a court order for same.

**10) - WARRANTY / WARRANTY LIMITATIONS.** Interlake warrants that the products sold by Interlake to the Customer shall be free of defects in materials and workmanship under normal use and service and shall conform to the Customer specifications which were provided to Interlake. Unless specifically agreed in writing by Interlake, Interlake shall have no responsibility for the actual or intended use of the products and no such responsibility shall be implied by reason of any knowledge which Interlake may have concerning such actual or intended use or purpose. Subject to the other provisions hereof, Interlake's sole liability for such warranty shall be to, at Interlake's option either: (a) repair or replace any such defective or non-conforming goods or (b) refund to the Customer the amount paid for such goods. **The foregoing warranty and remedies are exclusive and are in lieu of all other warranties, obligations or remedies, whether expressed or implied by operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose and any warranties arising from course of dealing or usage of trade.** In no event shall Interlake be liable for any special, indirect, incidental or consequential damages, losses or expenses (including but not limited to, lost profits or production) directly or indirectly arising from the performance or non-performance, failure or other defect of or in any of the goods ordered by the Customer, or any delays in such performance, regardless of whether such claims or actions for damages are based upon contract, warranty, tort liability, negligence, strict liability or otherwise. Except as related to the obligations of Interlake to either repair or replace the goods or make refund to the Customer as expressly provided above, the Customer expressly assumes all responsibility, risk and liability for all liability, loss, costs, damages, claims or expenses incurred by Customer or any third party relating to or arising out of the use of the goods, the performance or non-performance of such goods, any failure thereof or defects therein and any delays in performance, and the Customer shall indemnify and save harmless Interlake from the same.

**EXCEPT AS EXPRESSLY PROVIDED HEREIN, INTERLAKE MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSLY OR IMPLIEDLY, CONCERNING THE PRODUCTS AND/OR SERVICES SOLD OR PROVIDED BY INTERLAKE TO THE CUSTOMER, ANY DOCUMENTATION FOR THE FOREGOING, OR ANY OTHER SERVICES TO OR FOR THE FOREGOING. INTERLAKE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. INTERLAKE DOES NOT WARRANT THAT SUCH PRODUCTS AND/OR SERVICES WILL MEET THE REQUIREMENTS OF THE CUSTOMER OR WILL OPERATE IN THE MANNER THAT MAY BE SELECTED FOR USE BY THE CUSTOMER OR THAT THE OPERATION OF SUCH PRODUCTS AND/OR SERVICES WILL BE UNINTERRUPTED.**



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**11) - LIMITATION OF LIABILITY.** IN NO EVENT SHALL INTERLAKE BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY ACTIONS, CLAIMS, CAUSES OF ACTION, DAMAGES, EXPENSES AND/OR LIABILITIES ARISING FROM OR RELATING TO THE DESIGN, USE, FAILURE OR INTERRUPTION OF THE PRODUCTS AND/OR SERVICES SOLD OR PROVIDED BY INTERLAKE TO THE CUSTOMER OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OR OTHER FINANCIAL LOSS ARISING OUT OF THE USE OR FAILURE OF THE PRODUCTS AND/OR SERVICES SOLD OR PROVIDED BY INTERLAKE TO THE CUSTOMER, EVEN IF INTERLAKE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH ACTIONS, CLAIMS, CAUSES OF ACTION, DAMAGES, EXPENSE, LOSS AND/OR LIABILITIES. INTERLAKE'S SOLE AND AGGREGATE LIABILITY TO THE CUSTOMER AND ANY OTHER PERSON OR ENTITY FOR ANY ACTIONS, CLAIMS, CAUSES OF ACTION, DAMAGES, EXPENSES, LOSSES AND/OR LIABILITIES WHATSOEVER, AND REGARDLESS OF THE FORM THEREOF, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, IS LIMITED TO AN AMOUNT EQUAL TO FIFTY PERCENT (50%) OF THE AMOUNTS PAID TO INTERLAKE BY THE CUSTOMER FOR THE PRODUCTS AND/OR SERVICES SOLD OR PROVIDED BY INTERLAKE TO THE CUSTOMER.

**12) - CUSTOMERS' REMEDIES.** The Customer's remedies with respect to any products and/or services sold or provided by Interlake to the Customer that is found not to be in conformity with the terms and conditions of the Agreement because of breach of contract, breach of expressed or implied warranty, or negligence, shall be limited exclusively to the right or replacement of such defective product. In no event shall Interlake be liable for claims based upon breach of contract, breach of express or implied warranty, or negligence for any other damages, whether direct, immediate, foreseeable, consequential, special or for any expenses incurred by reason of the use or misuse, sale or fabrication of the products and/or services which do or do not conform to the Agreement.

**13) - APPLICABLE LAW / VENUE.** All contracts and agreements between the Customer and Interlake related to the subject matter hereof shall be construed in accordance with the laws of the State of Ohio. Any dispute governed by these Terms and Conditions or any purchaser order shall be brought in the applicable federal or state court in the State of Ohio.