



Universal Metal Products, Inc.  
29980 Lakeland Boulevard  
Cleveland, OH 44092  
440.943.3040

## Terms & Conditions

Universal Metal Products, Inc. ("Seller") provides the following Standard Terms and Conditions of Sale ("Terms and Conditions"), which apply to all quotations and sales made by Seller. THESE STANDARD TERMS AND CONDITIONS OF SALE MAY, IN SOME INSTANCES, CONFLICT WITH THE TERMS AND CONDITIONS AFFIXED TO PURCHASE ORDERS OR OTHER PROCUREMENT DOCUMENTS ISSUED BY BUYER. IN SUCH CASE, THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL PREVAIL. All purchases by customer, owner, or its agent ("Buyer") are expressly limited and conditioned upon acceptance of the following Terms and Conditions, and no provision, printed or otherwise, contained in any order, acceptance, confirmation, or acknowledgement which is inconsistent with, different from, or in addition to these Terms and Conditions is accepted by Seller unless specifically agreed to in writing by Seller. Acceptance of Buyer's order by Seller is subject to verification of Buyer's creditworthiness.

1. Unless specified otherwise in an Order Confirmation, all deliveries will be made Ex Works (as defined in Incoterms®2010) at Seller's facility. The risk of loss or damage to the Products will pass from Seller to Buyer when the products are made available at Seller's facility for pickup by a carrier or Buyer. Unless specified otherwise in an Order Confirmation, Buyer will continue to bear the risk of loss or damage to the products during loading and shipping. If Buyer requests special arrangements regarding the manner of shipment and the shipping route, Seller may, in its sole discretion, take such requests into consideration, subject to Buyer paying for any and all additional costs arising as a result of such requests. In all cases title to the products transfers to Buyer upon the earlier of Seller's delivery to Buyer or receipt by the first carrier for transport to Buyer. Terms net 30 days. All charges for tools and dies are net 10 days. We will apply a service charge of one and one-half percent per month (\$3.00 minimum) to unpaid balances which are 30 days and more past due. All quotations are valid for a period of 30 days unless otherwise specified. Payments will be made in accordance with the specified payment schedule. All payments are due net 30 days from date of invoice, unless otherwise specified. Buyer's failure to make payment when due will be a material breach of the order and these Terms and Conditions. Seller, at its sole option and without incurring any liability, may suspend its performance until such time as the overdue payment is made or Seller receives assurances, adequate in Seller's opinion, that the payment will be promptly made. In the event of such suspension of performance by Seller, there will be an equitable adjustment made to the delivery schedule and order price reflecting the duration and cost resulting from such suspension.

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2. If at any time in the Seller's opinion the Buyer's credit is unsatisfactory, Seller shall have the right to demand adequate assurance of Buyer's ability to pay, payment in advance before making any further shipment. If Buyer fails to provide such credit assurances or make such payment in advance, or fails to make payment when due, or shall breach any provision of this contract, Seller at its option, may treat failure as a repudiation of the portion of the order not yet fulfilled and shall have the right to terminate this agreement by giving notice of its intention to do so.
3. All disputes as to the amount(s) invoiced hereunder shall be made, in writing to the following address: 29980 Lakeland Boulevard, Cleveland, OH 44092. Payments which are intended by Buyer to represent "payment in full" for the goods sold, and which are less than the amount shown on the invoice as being due, shall be sent to the above address. If said "payment in full" check is not made to the above address then, pursuant to Ohio revised code section 1303.40 the acceptance of said check will not act as a discharge of the remaining balance due Seller.
4. All quotations or acknowledgements are based on customer accepting over-run and under-run not exceeding 10%.
5. Unit price quoted is based on raw material cost (including surcharges) as called out in quote or acknowledgement detail. Any deviation in raw material cost is subject to either a) raw material surcharge or b) revised unit selling price based on the following formula:  $[(\text{original base material cost}) - (\text{new base material cost})] * \text{part gross weight} + \text{original selling price}$ .
6. Prices are subject to change without notice. Prices quoted or acknowledged shall be subject to the addition of any tax imposed by any present or future law, federal, state or local, upon the sale of articles covered by this quotation. Quote(s) will expire thirty (30) days from the date issued and are subject to termination by notice within that period.
7. The price set forth, herein, covers manufacture of parts in quantities quoted or acknowledged. Any deviation shall be subject to additional charges.
8. There shall be a minimum order charge of not less than \$500.00 on each item shipped unless otherwise specified in writing by Seller.

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9. **WARRANTY.** Seller warrants only that all goods manufactured by Seller, shall be free from defects in material and workmanship; provided, however, that this warranty shall be limited to goods found to be defective within a period of one year from initial use or 15 months from the date of shipment, whichever expires first, except as may otherwise be provided ("Warranty Period"). This warranty does not cover Buyer furnished/specified equipment and/or Buyer furnished materials. Resale products shall carry only the warranty offered by the original manufacturer and no warranty by Seller. The sole and exclusive remedy of Buyer for any liability of Seller of any kind, including (a) warranty, express or implied whether contained in the terms and conditions hereof, or in any terms additional or supplemental hereto, (b) contract, (c) negligence, (d) tort, or (e) otherwise, is limited to the repair or replacement, shipping costs to point of manufacture borne by Buyer, by Seller of those goods which an examination by Seller reveals to be defective during the Warranty Period, or at Seller' option to refund to Buyer the money paid to Seller for such goods. Buyer and Seller may mutually agree to acceptance of the goods to be designated "as is" with an agreed upon reduction in price. Seller will have no obligation to remedy defects unless, within the Warranty Period, Buyer gives Seller written notice of its claim and returns the defective goods after receipt of shipping instructions from Seller to return such goods. Buyer will ship the goods to Seller, freight prepaid, and Seller will return the goods to Buyer, freight collect. All goods returned for repair or replacement pursuant to this section are to be packaged in accordance with the instructions received. In no event shall Seller incur any obligation to repair or replace goods which are determined by Seller to be defective due to customer misuse, or due to use not in accordance with specified operating conditions and operating and maintenance instructions. Seller retains the option to witness the operation of the goods to verify operating conditions. Seller shall not incur any obligation hereunder with respect to goods which are repaired or modified in any way by Buyer without Seller's prior written approval. Installation by Buyer during regular intervals of normal maintenance of parts supplied by Seller shall not constitute such modification. EXCEPT FOR THE EXPRESS WARRANTY STATED HEREIN, Seller DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE GOODS, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Seller's liability (whether under the theories of breach of contract or warranty, negligence, or strict liability) for its goods shall be limited to repairing or replacing parts found by Seller to be defective or at Seller's option, to refunding the purchase price of such goods or parts thereof at Seller's request. At Seller's direction, Buyer will send, at Buyer's sole expense, any allegedly defective parts to the plant of Seller which manufactured them. In no event shall Seller be liable for consequential damages arising out of or in

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connection with this agreement or any order which may result there from.

10. All product supplied by Seller is considered to be “special, non-cancelable, non-returnable”. Positively no return goods will be accepted for credit unless permission to return such goods is first secured from Seller. Seller is not responsible for goods damaged in transit. All claims for damage must be made against the carrier.
11. All product supplied by Seller is considered to be “special, non-cancellable, non-returnable”. Cancellations and rescheduled purchase orders with less than 30 days advance notice of the originally requested delivery date is expressly prohibited without prior written approval of Seller’s Sales Department.
12. Any cost reduction programs or requirements must be disclosed to Seller at the time of quotation. Although Seller actively participates in cost reduction initiatives as an ongoing business activity. Universal does not consider non-conversion related cost elements such as material, finish, outside operations as cost elements that are subject to any cost reduction performance criteria. All cost components are clearly spelled out in provided cost breakdown forms.
13. Seller represents that its operations are in compliance with all applicable requirements of sections 6, 7 and 12 of the fair labor standards act as amended, and the regulations and orders of the United States department of labor issued under section 14 thereof.
14. Delivery promises are made with the understanding that such promises are contingent on strike, accidents, delay of carriers and other delays beyond our control. Seller shall not be liable for loss, damages, detention, or delays resulting from causes beyond its reasonable control or caused by but not limited to strikes restrictions of the United States Government or other governments having jurisdiction, delays in transportation, inability to obtain necessary labor, materials, or manufacturing facilities, or any other cause reasonably beyond its control, whether similar or dissimilar to those listed.
15. Amounts paid for tool and dies cover material labor costs only and therefore do not convey title. Insurance coverage will be furnished for a period of one year from the date of last order for parts after which tools and dies will be disposed of. Additionally, payment discounts are not applicable for amounts paid on tooling. Unless negotiated individually and in writing from Universal Metal Products, all tooling payment terms are due as follows: 1/3 due N10 days from issue of purchase order date, 1/3 due N10 days from completion of tool as defined by UMP as “first hits” and 1/3 due N10 days from

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PPAP approval or within 30 days of PPAP submission, whichever is less. Tooling charges must be paid in Full.

16. Seller's quotation(s) and any agreement, order or sale that may result here from, is expressly limited to and made conditional upon the terms and conditions on the face and reverse side hereof. No waiver, alteration or modification of these agreed terms and conditions of sale shall be binding upon Seller unless in writing and signed by an officer of the company.

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17. Any order submitted by Buyer for goods to be purchased from Seller shall be subject to and governed by the internal contract and procedural laws of the state of Ohio without regard to any conflict of law provision. Any dispute with reference hereto shall be resolved in a court having jurisdiction over residents of Lake County, Ohio and Buyer irrevocably consents to the personal jurisdiction of such court.

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### **Standard Terms and Conditions of Sale and Purchase**

Universal Metal Products, Inc. ("Seller"), shall sell to customers (each a "Buyer"), and Buyer shall purchase and accept from Seller the quantities of product scheduled for delivery from time to time in accordance with Seller's Terms and Conditions of Sale unless an authorized officer of Seller has executed a contract with different terms which makes express reference to a decision to vary Seller's standard Terms and Conditions of Sale. By placing an order with Seller, Buyer affirmatively accepts and assents to Seller's Terms and Conditions of Sale as set forth on Seller's website at the time of order submission. NO MODIFICATION OR WAIVER OF SELLER'S TERMS AND CONDITIONS SHALL BIND SELLER UNLESS IN WRITING AND SIGNED AND ACCEPTED BY AN OFFICER OF SELLER. SELLER WILL NOT ACCEPT AND OBJECTS TO ANY TERMS AND CONDITIONS OR OTHER WRITING IN BUYER'S PURCHASE ORDER OR ELSEWHERE WHICH ARE DIFFERENT FROM OR ADDITIONAL TO SELLER'S TERMS AND CONDITIONS. NO TERM OR CONDITION ON BUYER'S PURCHASE ORDER, EXPRESSLY INCLUDING ANY EFFORT TO NEGATE THE TERMS AND CONDITIONS OF SELLER SHALL BE EFFECTIVE OR BINDING AGAINST SELLER. THIS SHALL CONSTITUTE WRITTEN NOTICE SIGNED BY SELLER OF OBJECTION TO AND REJECTION OF ANY TERM OR CONDITION IN BUYER'S PURCHASE ORDER, CONTRACT, OR RELEASE INCONSISTENT WITH SELLER'S TERMS AND CONDITIONS.

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