PRICE: Prices in effect at time of shipment of Materials or performance of services shall prevail. All prices quoted are F.O.B. stuffing point, do not include taxes, duties, or insurance. All materials and supplies, handling fees and/or duties, any present or future sales, use, excise, added-value or similar taxes. Where applicable, such taxes shall be billed as a separate item and paid by Buyer. A standard shipping charge is applied to all shipments. Buyer, in order to perfect AIR-HYDRAULIC’s security interest, may, in its sole discretion require, and Buyer hereby grants to AIR-HYDRAULIC, a continuing purchase money security interest in all of Buyer’s personal property described in the Contract, wherever located, and all accessions and products and all proceeds from the sale thereof, and all accounts and accounts receivable receivable which may from time to time hereafter come into existence during the term of this agreement, to secure the performance of the entire balance of the Contract. The security interest is expressly limited to outstanding obligations between AIR-HYDRAULIC and Buyer.

ASSIGNMENT OR DELEGATION: Buyer shall not assign or delegate any of its duties or rights hereunder without prior written consent of AIR-HYDRAULIC.

WAIVER, CHOICE OF LAW AND DISPUTE RESOLUTION: The failure of either party to assert a right under this Agreement in any particular circumstances will be deemed to be an express waiver. This agreement contains the entire understanding and agreement between the parties. No modification, change or addition to this Agreement shall be effective unless in writing and signed by the parties. Any dispute arising out of or relating to this agreement or the breach thereof, or connected with any contract, warranty, tort, or services furnished by AIR-HYDRAULIC, shall be subject to final and binding arbitration. Any such dispute shall be referred to the United States Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Buyer acknowledges that no order shall be deemed accepted unless and until it is verified and accepted by AIR-HYDRAULIC, or any of its U.S. affiliates, subsidiaries and divisions, at a continental U.S. facility or at any of its websites. Buyer further consents that submission of its order shall subject Buyer to the jurisdiction of the federal courts of the United States of America and of any state in which acceptance occurred by AIR-HYDRAULIC.

ADDITIONAL TERMS AND CONDITIONS RELATED TO EXPORT OF AIR-HYDRAULIC PRODUCTS - IN ADDITION TO THE STANDARD TERMS AND CONDITIONS ABOVE, EXPORT SALES OF AIR-HYDRAULIC PRODUCTS ARE SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS ("ADDITIONAL TERMS"). IN THE EVENT OF A CONFLICT BETWEEN AIR-HYDRAULIC’S STANDARD TERMS AND CONDITIONS AND THE ADDITIONAL TERMS, THE ADDITIONAL TERMS SHALL PREVAIL FOR EXPORT SALES OF AIR-HYDRAULIC PRODUCTS.

ORDER ACCEPTANCE: Buyer acknowledges that no order shall be deemed accepted unless and until it is verified and accepted by AIR-HYDRAULIC, or any of its U.S. affiliates, subsidiaries and divisions, at a continental U.S. facility or at any of its websites. Buyer further consents that submission of its order shall subject Buyer to the jurisdiction of the federal courts of the United States of America and of any state in which acceptance occurred by AIR-HYDRAULIC.

FURTHER CORRUPT PRACTICES ACT: Buyer states that it is an independent contractor, and represents, warrants, and covenants that it has not paid, offered or agreed to pay, authorized the giving of, or promised or agreed to give, anything of value to any government official, officer or employee of any foreign government to influence on behalf of Buyer any act or omission by such government or any of its agencies or instrumentalities, in connection with the purchase and resale of the products ordered hereunder.

SHIPPING COST: Buyer is responsible for all costs of transportation and insurance of products purchased from AIR-HYDRAULIC, and shall bear all costs incurred by it. Buyer shall maintain a separate insurance policy covering all of its property and all transportation charges associated with such property, and claims for damage or loss during transportation shall be made by Buyer directly against the carrier.

AIR-HYDRAULIC reserves the right to cancel any order or require full or partial payment or adequate assurance of payment from Buyer without liability. AIR-HYDRAULIC shall not be liable for failure to deliver or for delay in delivery or performance due to causes beyond its reasonable control (i.e., act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, theft of other labor disturbance, war, civil disturbance, insolvency or other inability to perform by the equipment manufacturer or not having received assurance of performance has been received. Buyer acknowledges that no order shall be deemed accepted unless and until it is verified and accepted by AIR-HYDRAULIC, or any of its U.S. affiliates, subsidiaries and divisions, at a continental U.S. facility or at any of its websites. Buyer further consents that submission of its order shall subject Buyer to the jurisdiction of the federal courts of the United States of America and of any state in which acceptance occurred by AIR-HYDRAULIC.

GOVERNMENT REGULATIONS: Buyer shall be responsible for obtaining all licenses or permits, and for any other matter required (i) by local, state, federal, or other governmental bodies, (ii) by any of Buyer’s agents in such capacity for Export Administrations, International Traffic in Arms Regulations, Toxic Substances Control Act, or other applicable laws or regulations.

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