

# Sale Conditions of Acceptance

Remit To:

Stellar Industrial Technologies Co. Inc.  
1918 Yorktown Court  
Lancaster OH 43130

1. **Conditions of Acceptance.** Purchaser's order is accepted upon the following terms and conditions of this Invoice/Quotation. If the terms stated in any purchase order submitted by Purchaser are materially inconsistent with the terms contained herein, this Invoice (Quotation) shall constitute a counter offer and Purchaser shall be deemed to have accepted Stellar Industrial Technologies terms unless Purchaser notifies Stellar Industrial Technologies to the contrary within five (5) days after receiving this Invoice (Quotation).
2. **Integration.** This Invoice (Quotation) is a complete and exclusive statement of the final terms of the Purchaser's order. No other terms or conditions shall in any way apply to such order unless such other terms and conditions are in writing and are signed by or confirmed by an authorized representative of Stellar Industrial Technologies subsequent to the date of this Invoice.
3. **Prices.** PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE UNTIL ACCEPTANCE OF AN ORDER. Prices on the products specified herein are exclusive of all taxes. Purchaser shall pay all sales, use, value added, and other taxes or charges arising as a result of the manufacture, sale, or shipment of the products. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the buyer.
4. **Payment and Security Interest.** Unless otherwise specified **Terms of Payment are Net 30 Days** after date of invoice. Stellar Industrial Technologies reserves the right to charge interest at the rate of 1-1/2% / month, 18% PER ANNUM, on all other overdue bills. Invoices will be submitted as partial shipments are made. Stellar Industrial Technologies retains a security interest in the Products and the proceeds from the sale thereof until receipt of payment thereof and purchaser authorizes the filing of this Invoice and Customer's purchase order as evidence of perfection of this security interest in favor of Stellar Industrial Technologies as a secured party.
5. **Delivery and Force Majeure.** Delivery of standard products as listed in our Price and Product Catalogues, and sold at standard discount levels, shall be FOB. Shipping point freight prepaid and added, using our carrier of choice. Air freight orders, other expedited service, and orders negotiated at higher than standard discount levels will be freight collect, and in accordance with its Standard Freight Policy, unless otherwise specified. Charges by trucking companies for additional services (e.g. Delivery notification, etc.) requested by the buyer will be billed to the buyer at cost in all cases whether the basic shipping charges are paid by Stellar Industrial Technologies or billed collect. The cost of export packaging is excluded unless specifically indicated. The time of delivery is approximate and is subject to prior orders received and excusable delays as hereinafter set forth. Shipment of special products and Engineered Systems skids or other assembled packages will be at the buyer's expense. Title and risk of loss shall pass at dispatch. Stellar Industrial Technologies shall not be liable for any delay in, or inability to complete the manufacture and delivery of products on account of causes beyond the reasonable control of Stellar Industrial Technologies, including but not limited to: weather; acts of God; shipping delays; governmental laws; regulations; ordinances or restrictions; Stellar Industrial Technologies inability to obtain equipment from its sources of supply; and labor difficulties from whatever source arising. In the event of the occurrence of any such excusable delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Stellar Industrial Technologies reserves the right to deliver Purchaser's order in one or several lots.
6. **Cancellation.** Stellar Industrial Technologies may cancel Purchaser's order if any of the following occurs: (a) Purchaser becomes insolvent; (b) Purchaser ceases to conduct operations in the normal course of business; (c) Purchaser is unable to meet its obligations as they mature or admits in writing such inability; (d) Purchaser files a voluntary petition in bankruptcy; (e) Purchaser suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for a substantial portion of the Purchaser's property; (g) Purchaser fails to make a payment on the terms and within the time specified in this contract; (h) Purchaser executes an assignment for the benefit of creditors; or (i) Purchaser defaults the terms of a distributor agreement with Stellar Industrial Technologies, Inc. In the event of such cancellation, Stellar Industrial Technologies shall have all rights available at law or in equity.
7. **Restocking Charges.** In the event Purchaser's order is canceled or changed through no fault of Stellar Industrial Technologies, Stellar Industrial Technologies reserves the right to impose a cancellation and restocking charge equivalent to: (a) any cancellation or restocking charge that is pertinent to such orders and has been imposed by its suppliers; and/or (b) any internal cost which has been incurred as a result of such cancellation or change. Standard restocking fee is 25% of the net sale value of the goods returned.
8. **LIMITED WARRANTY AND REMEDIES.** Stellar Industrial Technologies warrants to Purchaser that the products of Stellar Industrial Technologies own manufacture supplied hereunder will, for a period of 12 months from the date of shipment to Purchaser, be free from defects in material and workmanship under normal and proper operating conditions and service. The obligation of Stellar Industrial Technologies and Purchaser's sole and exclusive remedy pursuant to this warranty shall be at Stellar Industrial Technologies option, to repair or replace any product or part thereof which is returned to Stellar Industrial Technologies, Inc., with transportation charges prepaid that is determined by Stellar Industrial Technologies to be defective. Notwithstanding the foregoing, Stellar Industrial Technologies shall have no obligation hereunder if all payments due from Purchaser have not been made, or the product or part becomes defective in whole or in part as the result of repairs not made by Stellar Industrial Technologies or Purchaser, or as the result of removal, improper use. Operation above rated capacities or misapplication thereof after it has been delivered to the Purchaser. Products, parts components and accessories, irrespective of attachment or assembly, made by other manufacturer's are warranted only to the extent of the original manufacturer's warranty to Stellar Industrial Technologies. If the product sold is described as "used", it is sold "as is where is" without any guarantee or warranty whatsoever.  
EXCEPT AS SET FORTH HEREIN, STELLAR INDUSTRIAL TECHNOLOGIES MAKES NO OTHER WARRANTIES. EXPRESS IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT THIS IS NOT RELYING UPON STELLAR INDUSTRIAL TECHNOLOGIES'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE OR UPON ANY AFFIRMATIONS OR FACT OR PROMISES OF STELLAR INDUSTRIAL TECHNOLOGIES WHICH EXTEND BEYOND SPECIFICATIONS MUTUALLY AGREED UPON IN WRITING BY STELLAR INDUSTRIAL TECHNOLOGIES AND PURCHASER. IN NO EVENT SHALL STELLAR INDUSTRIAL TECHNOLOGIES BE LIABLE TO PURCHASER FOR DAMAGES beyond the cost of repair or replacement of defective products, punitive damages, OR FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, INTERRUPTION OF OPERATIONS, LOSS OF ANTICIPATED PROFITS, OR DAMAGE TO PURCHASER'S BUSINESS REPUTATION.
9. **Warranty Claims and Return Procedure.** Products returned to Stellar Industrial Technologies by Purchaser for a credit or under a warranty claim will not be accepted for exchange or credit without Stellar Industrial Technologies's prior written authorization in accordance with the Return of Product / Material Procedure in effect at the time of the claim.
10. **Compliance.** The Products and services described herein (or on the specification provided herewith) comply with applicable safety and health standards issued pursuant to the Occupational Safety and Health Act of 1970 ("the Act") and in effect on this date as such standards are interpreted and understood by Stellar Industrial Technologies. These standards may be amended or their meaning may be clarified prior to shipment or performance and it such change or clarification requires changes in the Products or services described herein, Stellar Industrial Technologies shall make the necessary changes available to Purchaser. Purchaser shall pay Stellar Industrial Technologies for any and all such changes at Stellar Industrial Technologies's prices therefore in effect at the time of shipment or performance, as the case may be. Because actual compliance by employers with the Act is beyond the control of Stellar Industrial Technologies, Stellar Industrial Technologies does not warrant that the use of the Products described herein, nor the location, installation or maintenance thereof, will comply with the Act or regulations and standards issued pursuant thereto.  
Stellar Industrial Technologies makes no warranty of compliance with safety and health standards contained in any statute, regulation or ordinance of any state or political subdivision thereof applicable to the Products or services described herein unless Purchaser has notified Stellar Industrial Technologies of the existence and contents of such standards and Stellar Industrial Technologies has agreed in writing to the incorporation of such standards in the specifications relating to such Products or service. Nothing in this paragraph shall operate to modify or affect in any way whatsoever Stellar Industrial Technologies's disclaimer of any liability for damages contained in these terms and conditions of sale.
11. **Law, Compliance, Jurisdiction, Arbitration.** This agreement shall be binding upon the parties their heirs, executors, successors and assigns and is controlled by Ohio law. The parties confer jurisdiction on the courts of Ohio for enforcement and acknowledge that except for matters appropriate for injunctive relief and agree to arbitrate disputes in the forum of Fairfield, Ohio according to the rules of the American Arbitration Association and the Ohio Arbitration Act. The parties exclude the application of the U.N. Convention for the International Sale of Goods.
12. **Integration and Modification.** There are no understandings between the parties as to the subject matter of this agreement other than as set forth herein. No other conditions, course or dealing or trade usage shall be considered a part of this agreement unless agreed to in writing by the parties hereto and all previous negotiations and understandings, whether oral or written will be superseded by this agreement. These terms may not be modified except in a writing signed by Stellar Industrial Technologies.
13. **Design and Construction of Products.** Stellar Industrial Technologies reserves the right to change or modify the design and construction of its products.