

Campbell Grinder Company

STANDARD TERMS AND CONDITIONS OF SALE

This proposal by Campbell Grinder Company, hereinafter referred to as (CGC), does not constitute a firm offer but is an invitation to place an order. All orders are subject to written acceptance by CGC. If an order based upon this proposal is accepted by CGC, it is agreed that the order shall be subject to the terms and conditions set forth below all of which shall be incorporated in the order by reference and shall supersede all prior oral, written or printed Terms and Conditions.

Prices

- A. Prices are subject to changes after 30 days from date of quotation.
- B. Are due in United States currency (dollars).
- C. Become firm upon our acceptance of your order as evidenced by our acknowledgment form unless escalation terms are included heretofore in this quotation letter.
- D. Are F.O.B. point of origin.
- E. Are subject to an increase equal in amount to any tax we may be required to collect or pay upon the sale of the equipment quoted and any tax on us measured in whole or in part by the amount of such sale. If not included in the invoice for the equipment, such amount may be invoiced later.

Shipping Schedule

- A. Proposed delivery schedules are approximate and subject to prior sale and confirmation by CGC at the time of order acceptance.
- B. Will be computed from the date we receive your order and complete engineering details, in the case of special items, from the date we receive information necessary to proceed with design and manufacturing.
- C. Delivery schedules are subject to unavoidable delays caused by strikes, accidents or other causes beyond our control, including any priority system established by the United States Government or any of its agents. (Any applicable priority rating must be indicated on each order.)
- D. Your receipt of the products quoted herein shall constitute a waiver of any claims for delay.
- E. Under no circumstances shall we have any liability whatsoever for loss of use or for any indirect or consequent damages.

Warranty

- A. Any product or part thereof covered by this quotation which, under normal operating conditions in the plant of the original purchaser thereof, proves defective in material or workmanship within one year from the date of approved installation at buyers facility. This will be replaced free of charge provided that you promptly notify Campbell Grinder Company of the defect and establish that the product has been properly installed, maintained and operated within the limits of rated and normal usage.
- B. The terms of this warranty do not in anyway extend to any product or part thereof covered by this quotation which has a life, under normal usage, inherently shorter than the one year period indicated above or which was not manufactured by the company named above.
- C. Under no circumstances shall we have any liability whatsoever for loss of use, or for any indirect or consequential damages or liabilities implied due to use of the product or machine.
- D. For all purchased components, CGC offers this original manufacturers warranty only, which may be more or less than the standard CGC Warranty period. Note: Use of replacement parts or components of replacement parts that are not to OEM specifications as shipped with the equipment, may void any factory warranty obligation.
- E. Turnkey Applications- Machines shipped with a turnkey application must maintain the use of OEM specified materials and equipment as shipped with the machine.

- F. Any and all liability and/or responsibility of any nature whatsoever is specifically denied if this machine is operated at speeds exceeding the grinding wheel manufacturers recommendation. This exception to warranty extends to the original owner and any subsequent owner thereafter and includes subsequent statements or implications either expressed or implied. We recommend that the grinding wheel manufacturers be consulted if his recommendation is to be modified and with the understanding that he assumes all responsibility for his recommendation for the speed of his product.
- G. Campbell Grinder Company denies liability and responsibility, whether expressed or implied, for any component or attachment furnished by the customer or his suppliers for use on this machine by the original or subsequent owners.

Standard Training (unless defined above)

Included with the machine is (1) week of training at our facility. This includes “hands on” training of operators, programmers and mechanical and electrical technical personnel. In addition, prior to the final machine run-off at our plant a programmer or software engineer will be invited to spend up to two days with our software engineers to discuss programming and the GE/Fanuc CNC system. Campbell Service Engineers will also be provided for (4) days to supervise the machine installation and provide operator training after completion of the installation at your facility. If additional training is required at your facility, it would be available at the rate of \$1,040.00 per day plus expenses.

Cancellation

Upon receipt of a written proper cancellation notice all work on the order or part thereof cancelled, will be stopped as promptly as reasonably possible and you will be invoiced for and will pay to us as liquidate damages, a cancellation charge computed on the basis of established prices for all completed items, and for incomplete items the full cost incurred by us plus 20% thereof, plus charge for pack and storage, but less credit similarly computed for all standard items which can be used at the time to fill another order and for the balance of the material as scrap. Deposits paid in advance and/or progress payments for orders of a machine (s) or turnkeys are applied specifically to each specific machine/turnkey and cannot under any circumstances be used as payment/offset for any other machine/turnkey.

Sales, Delivery and Payment terms

(a) All merchandise, service and software, crating, delivery, insurance and installation will be invoiced at the time of shipment. (b) Payment terms are (i) for domestic machines sales- thirty percent (30%) to accompany the purchase order, twenty percent (20%) upon completion of Engineering Design and customer approval by signed acceptance, forty percent (40%) due upon shipment and customers approval on signed acceptance, ten percent (10%) following final acceptance at purchasers plant, due upon receipt of invoice but not to exceed 90 days from date of shipment; for domestic parts sales – call for quote (ii) for international sales- fifty percent (50%) deposit with balance one hundred percent (100%) confirmed, irrevocable unconditional letter of credit, accepted at Spring Lake, Michigan U.S.A., payable at sight in U.S. currency at the counter of a U.S. bank, to be opened not less than sixty (60) days prior to CGC ship date; (iii) international part sales- wire transfer in advance or (iv) on all sales – payment in full prior to scheduled shipping date. Upon non-compliance with such payment terms, the Buyer shall be in default without any demand for payment. (c) All sales are subject to all applicable use, sales, excise and like taxes, and export or import duties, taxes or fees, which the Buyer shall pay; such amounts may be billed directly to the Buyer by the authorities authorized to collect payment of them. Under no circumstances can amounts owed by CGC to any other division, subsidiary or company of the Buyer be applied or used as offset for said amounts. Interest will be charged at the rate of 1 ½ % per month on accounts not paid in due course.

Acceptance of Orders

Orders based on this quotation are subject to acceptance only by the President or Vice President of CGC. Submission of a purchase order for any Campbell Grinder quotation indicates the purchaser’s affirmation of creating a binding contract that accepts the terms and conditions contained herein. Campbell Grinder terms and conditions will therefore take precedence over any aforementioned terms. Revisions to the terms and conditions of this order shall be in writing and signed by an authorized representative of Campbell Grinder Company.

Title

Delivery of equipment to carrier by CGC, consigned to you as you may direct, shall constitute transfer of title, ownership, possession and property in and to the equipment at such point of delivery, and such carrier shall thereafter be deemed to be acting for you and the equipment shall thereafter be at your risk.

Premature Termination

CGC may, at its election, cancel any order by notice to Buyer in the event: The Buyer shall become bankrupt or insolvent or enter into any agreement or composition with its creditors, or in the event: A receiver is appointed to direct the business of the Buyer or the Buyer shall sell or assign a majority of its assets or merge or consolidate with another firm, corporation or entity, or the Buyer has committed a material breach of any of the terms and conditions herein set forth on its part to be performed. Nothing herein shall relieve the Buyer of its continuing obligation of payment and the terms and conditions hereof.

Patents, Trademarks, Copyrights and Rights to Technical Data

The items supplied by CGC have been developed under company sponsored programs, research and development, or have been paid for by CGC, are the standard product lines of CGC and represent substantial investment by CGC. The Buyer shall not acquire any licenses or rights to CGC know-how, configuration, patents, copyrights, trademarks, trade secrets, computer programs and technical data, and none such are intended to or shall vest with the Buyer, or to copy, or construct or reconstruct any such, except with CGC's prior written approval.

Testing

(a) Testing of new machine systems, replacement parts, retrofits and other special orders prior to shipment shall be conducted by CGC at CGC's plant in accordance with CGC's standard testing specifications, a copy of which will be made available to Buyer at Buyer's request. (i) For new machine systems: Buyer is entitled upon reasonable notice to CGC to witness final testing at CGC's plant at Buyer's cost. Successful completion of the final factory testing procedures at CGC shall constitute acceptance of the equipment by the Buyer. Special testing or part runoff requested by the Buyer may, at CGC's option be provided at extra charge to Buyer. Buyer shall examine delivered merchandise immediately upon installation with respect to conformity to Buyer's order, and shall notify CGC, in writing, of all specific alleged defects, not later than six (6) working days after installation of the equipment. (ii) For replacement parts, retrofits and other special orders: Buyer shall examine delivered merchandise immediately with respect to conformity to Buyer's order, and shall notify CGC in writing, of all specific alleged defects, not later than six (6) working days after receipt of the equipment. (b) If Buyer fails to give proper notice, as specified above, Buyer shall have no warranty claims with respect to obvious defects. Buyer shall not be entitled to withhold payments to CGC because of possible defects.

Installation of New Systems

Buyer shall notify CGC immediately of the receipt of the equipment at Buyer's facility, and shall locate the equipment in the area of the facility where the equipment is to be installed. CGC will, in accordance, with its quotation, sales order and the terms and conditions hereof, provide trained personnel to install or supervise installation of the equipment. Buyer shall supply all necessary facilities, service and labor without cost to CGC to enable CGC's personnel to provide such services without delay or interruption.

Export

The commodities and any technical data related thereto are subject to the export regulations of the United States of America. If export is intended, it is the responsibility of the purchaser to assure compliance with all U.S. Export Control Regulations and, if appropriate, to secure any required export licenses in its own name.

Miscellaneous

(a) This agreement shall be governed by and construed in accordance with the laws of the State of Michigan, U.S.A., and all jurisdiction and venue shall reside exclusively in Muskegon County; (b) these terms and conditions and the agreement of which they are a part constitute the entire understanding between the parties with respect to the subject matter hereof, and shall supersede all previous communications, representations, understandings, and agreements, either oral or written between the parties hereto with respect to the subject matter hereof; (c) if any of the provisions of this agreement are deemed or adjudged invalid under any applicable statute or rule of law, such provisions shall be deemed omitted and all other terms and provisions of this agreement shall continue in full force and effect; (d) this agreement shall not be assigned by Buyer; (e) no amendment or modification of this agreement shall be valid or binding upon either party unless made in writing and signed by and on behalf of each said party by their respective duly authorized representative.

Notice

This quotation comprises our entire quotation. On any order placed pursuant hereto, the above provisions entirely supersede any prior correspondence, requests, quotations or agreement. There are no agreements between CGC in respect to the product quoted herein except as set forth in writing and expressly made a part of this quotation. The designs and specifications of all products sold by us are subject to change without notice and, in the event of any such changes, we will have no obligation whatsoever to make similar changes in a product previously ordered by you.