



Bashlin Industries Inc. Terms and Conditions of Sale

Any sale is subject to the following terms and conditions. Any reference to "seller" refers to us, Bashlin Industries and any reference to "buyer" refers to you, the purchaser. By placing an order, you expressly agree to and accept these terms and conditions. We expressly object to any additional or different terms that you propose. No form shall modify these Terms and Conditions, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions.

1-19 West Pine Street, P.O. Box 867
Grove City, PA 16127

Pricing

The current price list supersedes all previous price lists. Prices are subject to change without notice and invoiced at current prices in effect at the time of shipment. All prices FOB Point of Shipment.

Payment and Shipping Terms

Our terms are net 30 days following the date of invoice payable in US dollars. A credit card processing fee may be applied to an open terms account when invoices are paid with a credit card. Customers wishing to establish open account terms should contact our Customer Service Department. Motor Freight Shipments will be sent collect unless otherwise specified.

Seller reserves the right to have buyer pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and court costs. In addition to all other remedies available under these Terms and Conditions or at law (which seller does not waive by the exercise of any rights hereunder), seller shall be entitled to suspend the delivery of any products if buyer fails to pay any amounts due hereunder and such failure continues for thirty (30) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with seller, whether relating to seller's breach, bankruptcy or otherwise. If buyer disputes any invoice or portion thereof, it shall notify seller in writing within thirty (30) days of receipt of said invoice, detail the reason for the dispute, and pay all undisputed amounts. All charges not timely disputed in writing shall be deemed to be undisputed and shall be due and payable as set forth above.

Alternative Methods of Payments.

Cash in advance, Bank Check, Money Order, MasterCard, Visa, American Express and Discover credit cards accepted. A credit card processing fee may be applied to an open terms account when invoices are paid with a credit card.

Taxes

All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties, tariffs and charges of any kind imposed by any governmental authority on any amounts payable by buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, buyer shall not be responsible for any taxes imposed on, or with respect to, seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

Rush Order Change

Additional charges apply on all out of stock items for non-standard delivery. Contact Customer Service for complete details.

Warranty

The seller warrants equipment manufactured by it to be free from defects in material and workmanship under normal use and service, its obligation under this warranty being limited to replacing at its factory any part or parts which shall, within 30 days after delivery of such equipment to the original purchaser, be returned to it and which its examination shall disclose to its satisfaction to have been thus defective. All products not manufactured by seller are sold only with the warranties provided by the manufacturer of products, if any. It is expressly agreed that there are no warranties, expressed or implied, made by the seller on equipment furnished hereunder, except the Manufacturer's Warranty against defective materials or workmanship set forth above. SELLER MAKES NO OTHER WARRANTY WITH RESPECT TO THE PRODUCTS, AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller personnel are not authorized to alter this disclaimer of warranty. All products are sold for commercial use only and are not intended for use by consumers. Accordingly, seller disclaims all warranties to consumers.

Limitation of Liability

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER.

This limitation of liability is a material basis for the parties' bargain and reflects the bargained-for allocation of risks between seller and buyer, without which seller would not have agreed to provide the products at the price charged.

724.458.8340 BASHLIN@BASHLIN.COM
WWW.BASHLIN.COM



Bashlin Industries Inc. Terms and Conditions of Sale, Continued.

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Grove City, PA 16127

Compliance with Laws

Seller shall take reasonable steps to ensure the products are in conformity with applicable laws and regulations; however, buyer acknowledges that products may be used in various jurisdictions for various applications subject to disparate regulations and therefore that seller cannot warrant compliance with all applicable laws and regulations. Seller disclaims any representation or warranty that the products conform to federal, state or local laws, regulations, ordinances, codes or standards, except as expressly set forth by seller in writing. Buyer shall comply with all applicable laws, regulations and ordinances.

Indemnification

The buyer shall indemnify and save harmless the seller from and against all loss or damage arising out of injuries to or death of persons, and damage to or destruction of property (other than that caused by defective products) in any manner caused by, incident to, or connected with the products furnished by the seller.

Return Goods Policy

Returns made without authorization will not be accepted

You must obtain prior authorization to return any merchandise for credit or exchange. Please contact Bashlin Industries, Inc, bashlin@bashlin.com or phone 724-458-8340. Merchandise returned for credit or exchange must be in new condition. Under no circumstances may "safety" products be returned for credit or exchange after 6 months of purchase. 20% restocking charge will apply on all material authorized for return. Returned material subject to inspection by Bashlin Industries before credit is issued. All returns are to be prepaid. No collect shipments accepted.

Special Order Items

A minimum of 10% may be added to special items. Please contact us for a price.

Cancellation of Order

Standard merchandise cancellations are accepted prior to shipment. Cancellation of special order merchandise will not be accepted once item is in production or materials have been allocated.

***Special ordered products are non-cancellable & non-returnable.**

Seller reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from buyer without liability to seller in the event of: (i) buyer's insolvency, (ii) buyer's filing of a voluntary petition in bankruptcy, (iii) the appointment of a receiver or trustee for buyer or (iv) the execution by buyer of an assignment for the benefit of creditors. Seller reserves its right to suspend its performance until payment or adequate assurance of performance is received and also reserves its right to cancel buyer's credit at any time for any reason.

Damaged Goods/Shortage of Materials/Shipment Tracing

Any shortages or overages in shipments must be reported to our office within 14 days of receipt of shipment. Contested shipments not reported in 14 days will not be recognized. Shortage of cartons and damage in transit by motor freight is the responsibility of the carrier. Please have the driver make a notation on the freight bill. Damaged material delivered by UPS, FedEx or USPS should be reported to Bashlin Industries Inc. and your UPS, FedEx, USPS Service Center. Please do not discard shipping carton as it will be needed for inspection.

Force Majeure

Seller shall be excused from performance and shall not be in default with respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a force majeure event including but not limited to floods, strikes or other labor disturbances, fires, accidents, wars, delays of carriers, inability to obtain raw materials, failures of normal sources of supply, restraints of governments, or any other similar or dissimilar cause beyond the seller's reasonable control.

Choice of Law

All matters arising out of or relating to any sale under these terms are governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. If the sale includes the sale of products outside the United States or the buyer is located outside of the United States, the United Nations Convention on Contracts for the International Sale of Goods shall apply.

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