

## CARR LANE ROEMHELD TERMS AND CONDITIONS

For purposes of this document, and for any future agreement arising out of it, the terms “We”, “Us”, and “Our” refer to CARR LANE ROEMHELD MANUFACTURING CO., INC., a Delaware corporation, and the terms “You” or “Your” apply to you, the person(s) or entity who requested this quotation (this “Quote”).

### ACCEPTANCE:

The terms and conditions (“Terms”) stated herein shall apply to any agreement resulting from Your order for the whole or any part of the goods covered by this Quote unless otherwise expressly stated in the Quote. Any order(s) resulting from the information contained in the Quote constitutes acceptance of these Terms. No additional terms or conditions shall apply without Our express written consent thereto, nor shall Our performance constitute acceptance of any additional terms or conditions.

We reserve the right to reject or cancel any order upon receipt of the order, with no expense or liability to You or Us.

### PRICES AND QUOTATIONS:

Except as hereinafter provided, prices quoted are firm for orders placed within thirty (30) days from the date of this Quote where shipment is requested within six (6) months from the date of this Quote. Prices for orders placed within thirty (30) days of this Quote which request shipment more than six (6) months from the date of this Quote shall be at the prices in effect at the date of shipment. We are not obligated to honor any prices quoted for orders that are placed more than thirty (30) days from the date of this Quote. IMPORTANT: Unless otherwise specified, all prices are F.O.B. Fenton, Missouri 63026 and prices quoted do not include the costs of any qualification tests, special packaging, marking, technical data, certifications, testing, duty and tariffs, shipping charges or shipping insurance, which costs shall be payable in addition to the prices quoted.

### INVOICES:

If You accept Your Quote and desire to place an order, You must provide Us with the following information to produce Your purchase order and invoice:

- A. Legal company name, mailing address and shipping address.
- B. Credit References.
- C. Exempt Certificates.
- D. Telephone and e-mail contact information for the following:
  - i. Contact Sales or Purchasing representative.
  - ii. Accounts Payable representative, for emailing invoices and statements.
- E. Provide purchase order.

We prefer to deliver invoices via e-mail to avoid the risk of loss through the postal system. Each invoice will include all relevant payment terms and repayment obligations (“Payment Terms”). We will create and send Your invoice within twenty-four (24) hours of Your order shipping from Our dock. Your Payment Terms will begin on the date of Your invoice. If You do not receive Your invoice shortly after Your product is delivered, please contact Us immediately for reissuance of the invoice at [accounting@clrh.com](mailto:accounting@clrh.com).

### PAYMENT AND CREDIT:

- A. Each shipment shall be a separate transaction and payment shall be made according to Your set Payment Terms.
- B. Standard payment terms on purchases made by Our customers located in the United States and Canada shall be made on the basis of net cash thirty (30) days after the date of invoice.
- C. Individual projects may be subject to different terms than those outlined in this document. These special terms will be stated on the quotation and will be enforced prior to acceptance of the order.
- D. Standard payment terms on purchases made by Our customers located in Mexico shall be made on a pre-payment basis and paid by bank wire transfer or by credit card with a three percent (3%) credit card convenience fee applied at the time of payment (not to be applied to freight charges). Wire Transfer fees will be the responsibility of the customer.
- E. If You are extended the opportunity to receive a discount for early payment by a certain date (the “Discount Date”), You will receive the discount only if the payment is dated on or before the Discount Date and We receive the payment within a period of time that, in Our sole discretion, is in reasonable proximity to the Discount Date.
- F. We will not participate in any company portals to receive purchase orders, send invoices or receive payments and it is Your responsibility to ensure You can abide by the Terms set forth herein and in Your Quote.
- G. The following are our accepted and preferred methods of payment:
  - i. Bank ACH Direct Deposit or Bank Wire are Our preferred methods of payment in order to effectuate the timely posting of Your payment and to prevent loss of checks through the postal system.
  - ii. Payments by check are accepted but not preferred due to the risk of loss or delay caused by the postal service. For payments by check sent through the mail, it is Your responsibility to verify that the payment clears Your account in

a timely manner. In no event will We be liable in any manner for any loss or delay in payment arising from mailed checks. You may call Us to inquire whether we received the mailing and if any further action is necessary.

- iii. Credit Card payments are accepted with a three percent (3%) credit card convenience fee applied at the time of payment (not to be applied to freight charges).
- H. In order to maintain Your account in good standing, payments must be received within the timeline specified by Your Payment Terms. If at any time You have an outstanding balance more than thirty (30) days overdue, We may, in Our sole discretion, refuse to accept any new orders, discontinue or delay any orders already in production, or delay or terminate the shipment of any open orders until Your account and all payments are current in accordance with Your Payment Terms.
- I. We may, in addition to any other remedies at law or in equity, make a written demand for full or partial payment in advance, suspend Our performance until such payment is made, and cancel Your order if We do not receive Your payment within thirty (30) days after such demand is placed in the mail or delivered physically in person.
- J. If for any reason You delay a shipment, payments shall become due from the date when We are prepared to make shipment. If for any reason You delay the manufacture of the product, payments shall become due from the date of the delay and the amount due shall be based on the contract price and percentage of completion at the time of delay, as determined in Our reasonable discretion. Products held for You because of such delay in shipment or manufacture shall be at Your sole risk and expense.
- K. Unless otherwise agreed upon in advance, all amounts quoted are in United States Dollars and all payments shall be made in United States Dollars.

#### **TAXES:**

The prices quoted herein are subject to any addition which may be necessary to cover any tax or charge now existing or hereafter imposed by federal, state, municipal or foreign authorities upon equipment or services herein described, or the production, sale, distribution, or delivery thereof, or upon any feature of this transaction.

If You are exempt from any taxes, You must provide Us with copies of all relevant documentation to prove your tax-exempt status at or prior to the time of your order. If You fail to provide these forms, You will be charged for all required taxes as though You were a taxable entity.

#### **SHIPMENTS AND DELIVERY:**

Shipment of all orders shall be F.O.B. Fenton Missouri 63026. Title and risk of loss or damage to goods shall pass from Us to You automatically upon Our delivery of the goods into the possession of the carrier. You hereby waive any claims against Us for loss or damage after the goods have passed to the carrier's possession and consent that all such claims shall be filed with the carrier.

Any delay in the performance of any of Our duties or obligations hereunder shall not be considered a breach and We shall not be liable for any loss or damage from delay in delivery or failure to manufacture, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrection, riots, embargoes, labor disputes including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and not attributable to Our fault or negligence. The time for Our performance shall be extended for a period equal to the period of such delay. If such delay occurs, We will provide You notice and promptly use Our best efforts to take whatever reasonable steps are necessary to relieve the effect of such cause, but in no event shall We be required to allocate production and deliveries among customers. Shipping dates are approximate and contingent on Our receipt of all necessary shipping information at Our factory in Fenton, Missouri. Quoted delivery estimates begin only after all engineering information has been received and approved.

#### **WARRANTY:**

Manufactured Products: We warrant that all products We manufacture shall be free from defects in materials or workmanship under proper care and normal use. More information about our Warranty can be found in our [Warranty Document](#).

Installations: When We custom design an installation, We warrant only that the installation shall be free from defects in material or workmanship under proper and normal use. More information can be found in our [Service and Repair Policy](#).

Repaired parts : We warrant that Repaired parts will be free from defects in materials or workmanship for only the component items replaced or repaired within a specific product. More information can be found on in our [Service and Repair Policy](#).

EXCEPT AS PROVIDED HEREIN, WE MAKE NO WARRANTIES EITHER EXPRESS OR IMPLIED REGARDING PARTS WE MANUFACTURE, CUSTOM DESIGN SPECIFICATIONS WE SUPPLY, OR CUSTOM INSTALLATION COMPLETED BY US OR OUR AGENTS, (INCLUDING WITHOUT LIMITATION ANY WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AGAINST INFRINGEMENT OF ANY PATENT).

#### **OWNERSHIP OF TOOLS:**

Except where otherwise specifically stated, any quoted "tool charge" is for costs associated with the use of the tools but provides You no right to use such tools and does not convey any rights in ownership of the tools.

**RESEARCH AND DEVELOPMENT:**

All drawings, novel techniques and inventions made by Us or Our agents or employees in the fulfillment of any order arising from this Quotation shall be the property of Us. If You have requested that We provide research and development services, the face of this Quote contains the words "Research and Development" and the following clause applies:

We agree to and hereby grant to You a nonexclusive, royalty-free perpetual license to use and sublicense the use of each invention or discovery conceived and first actually reduced to practice in the performance of any experimental, developmental or research work called for by this contract; provided however that the foregoing shall not apply to any invention or discovery conceived by a person who is not then obligated to assign the same to Us without the payment of further consideration to said person for such an assignment; and provided further that nothing contained herein shall be deemed to be a grant of any license for any invention or discovery other than one which is first conceived and first actually reduced to practice in the performance of any experimental, developmental or research work called for by this contract. In all instances, We retain all ownership and rights not otherwise granted by this clause and You waive any claim to the same and agree to indemnify Us in the event of any claims brought on behalf of You or Your agents, sublicensees, or contractors.

**CANCELLATIONS AND RETURNS:** Standard items are generally returnable. Special and modified parts may be returnable. Any returned item may be subject to a re-stocking charge. Order cancellations may be subject to a cancellation fee based on the type of product on the order and the timing of the cancellation. More information can be found in our [Return and Cancellation Policy](#).

**DAMAGES:**

We are not liable for punitive or consequential damages caused by delay, defect, breach of warranty, or any other claim arising out of or stemming from this Quote and the services performed under it or the goods provided in accordance with it. You hereby waive any claim to punitive or consequential damages arising therefrom. Liability will be limited to the purchase price of the product and standard shipping charges.

**DEFAULT, INSOLVENCY AND CANCELLATION:**

Once orders are placed and in process, we incur irreversible fees. Cancelled orders are processed and charges apply in accordance with our [Return and Cancellation Policy](#), which is hereby incorporated into these Terms, and You agree to the terms of such policy.

**MISCELLANEOUS:**

The validity, construction, interpretation, and performance of these Terms or of any contract of sale arising out of the Quote and the rights and duties of the parties thereto shall be governed by the laws of the State of Missouri without giving effect to choice of law principles. Any action to enforce or for breach of these Terms or of any contract of sale arising out of the Quote shall be brought exclusively in the state courts of St. Louis County or the federal courts of the Eastern District of Missouri, as applicable.

These Terms, in addition to and as incorporated into the Quote, constitute Our final, complete, and exclusive statement of representations and warranties, which shall be effective and apply only to the designated recipients of this Quote. You agree that the Terms incorporated into this Quote supersede any prior agreements or understandings between You and Us, oral or written, with respect to such matters, and that We are not bound by any representation, promise, or inducement of any kind except as set forth herein.

By placing an order based on the Quote, you acknowledge your qualification, and agree to be treated, as a "merchant," as that term is defined under chapter 2 of the Uniform Commercial Code.

No waiver, alteration or modification of any of the provisions hereof or arising hereunder shall be binding on Us unless in writing and signed by duly authorized representatives of both Us and You.

You may not assign Your rights or duties under any contract of sale arising from this Quote without Our prior written consent, and any assignment without Our consent shall be void and ineffective.