

POSSIBLE ORIGINAL **SALE QUOTES**

All ages listed in brochure, catalog, here and otherwise are approximate.

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It is for this reason that buyers should avail themselves of the opportunity to make inspection prior to the sale. Information given is intended to provide general information of the equipment being offered and is subject to errors, omissions, additions or deletions.



Headquarters
 2375 Harrisburg Pike
 Grove City, OH 43123
ISO 9001:2015
Certified

Purchase Order
K15-0529MakA61

Date 5/29/2015
 Terms 25% Down Payment, Net Due 120
 Days After Delivery
 F.O.B. Advance Apex, Inc.
 Ship Via Vendor

To: **Technical Equipment** Attn: Bill Bayuk
 10165 International Boulevard Phone: (800) 852-0582
 Cincinnati, OH 45246 Fax: (513) 874-3340

*Please reference purchase order number with all shipments.

Bill To: Advance Apex, Inc.
 2375 Harrisburg Pike
 Grove City, OH 43123

Ship To: Advance Apex, Inc.
 2375 Harrisburg Pike
 Grove City, OH 43123

PLEASE ENTER OUR ORDER FOR THE FOLLOWING, SUBJECT TO ALL INSTRUCTIONS & CONDITIONS AS SHOWN BELOW:

Qty	Unit	Rev	Part Number - Description	Price Each	Total
1			A61NX Horizontal Machining Center - Serial # 235	\$324,000.00	\$324,000.00
			Terms - 25% Down, Balance Due 120 days after machine installation	0	
			F.O.B - Advance CNC Machining - Rigging Not Included		

Please Reference Quote #0000050866 & e-mail from Bill Bayuk on 5/29/2015.

DATE THIS ORDER IS DUE IN HOUSE

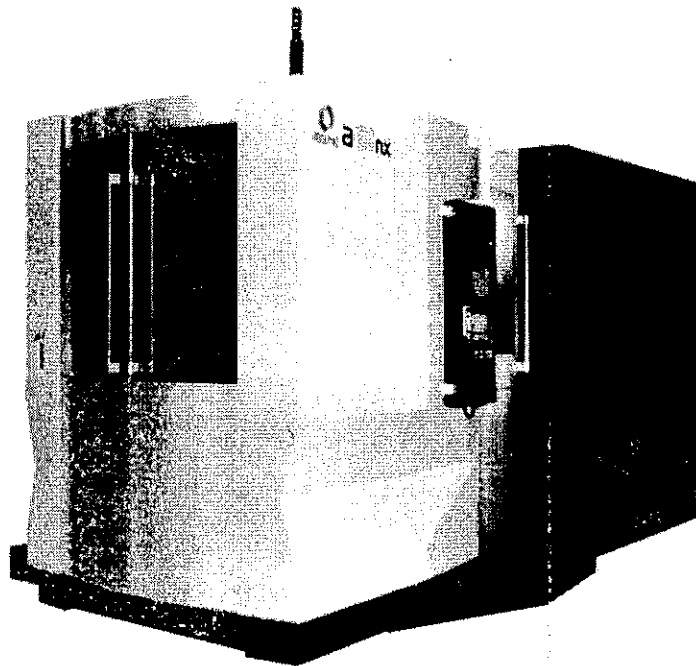
6/15/15

PLEASE CONFIRM RECEIPT OF THIS ORDER.

Total: \$324,000.00

Andrew Murray
 Direct Phone: (614) 317-9312
 Direct Fax: (614) 539-3001
 Email: andrew@advanceapex.com

MAKINO PROPOSAL
for
ADVANCE APEX INCORPORATED



a61nx Horizontal Machining Center

Package contains the following documents:

Quote # 0000050866
Terms & Conditions

Package prepared For:

ADVANCE APEX INCORPORATED
1720 FEDDERN AVENUE
GROVE CITY, OH 43123



MAKINO

7680 Innovation Way
Mason Ohio 45040
(800) 552-3288 / (513) 573-7200
Fax (513) 573-7456
www.makino.com

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Quote # 000050866
 a61nx Horizontal Machining Center - (SN#235)
 14,000rpm CAT40 Spindle, 60ATC, DD Rotary Table,
 Air Dryer, Autolube
 Quote valid until 6/10/2015
 Quote created on 5/11/2015
 Quote status OPEN

CONFIDENTIAL
 For Customer Use Only

Quote Prepared For:
 ADVANCE APEX INCORPORATED
 1720 FEDDERN AVENUE
 GROVE CITY, OH 43123

LINE	QTY	MODEL
1	1	a61nx

a61nx Horizontal Machining Center

Key for Options
 RETROFIT - OPTIONS KITS AVAILABLE
 CONFIRM AVAILABILITY - CONFIRM AVAILABILITY WITH INSIDE SALES

			<u>LIST PRICE</u>	<u>TOTAL</u>
1	a61nx		\$392,400	\$392,400
STANDARD EQUIPMENT				
1	01012	14,000 RPM Spindle (240Nm)		Std.
1	04001	CAT 40 Spindle Interface		Std.
1	05000	JIS Retention Stud		Std.
1	11001	Y-axis Stroke 650mm Specification		Std.
1	13004	DD Motor Rotary Table		Std.
1	14001	60 Tool ATC		Std.
1	14033	ATC Door Interlock		Std.
1	16008	Navy Blue and White		Std.
1	19000	Pallet Changer		Std.
1	19003	Pallet Changer Safety Cover		Std.
1	19026	APC Door Interlock		Std.
1	19006	Random Pallet Selection Permits the assignment of individual programs for each pallet. As the pallets are loaded into the machine the assigned program is automatically searched in memory, work offset compensation amounts are searched and set, and program execution is started.		Std.
1	19008	Pallet Clamp Confirmation Function Provides error checking capability to verify that the pallet has been properly clamped to the machine table and performs an additional 'pallet lift' to allow the pallet to seat properly or alarm if pallet is not confirmed. PCC requires 2 seconds processing time		Std.
1	19009	Payload 500Kg N/A		Std.
1	27000	500mm Tapped Hole Pallet Specification (for 2 pallets) 500mm (19.7 inch) square tapped hole pallets with 24, M16 tapped holes.		Std.
1	29000	Eight (8) Nozzle Coolant Eight (8) coolant nozzles positioned around the spindle face.		Std.
1	29001	Overhead Shower Coolant System 14 Nozzles		Std.
1	29017	Terrace Washing Coolant		Std.
1	29005	300 psi Through Spindle Coolant and Air 300 psi @ 7.9 gpm (60Hz) Through Spindle Coolant system and Air.		Std.
1	29022	Water Soluble Coolant		Std.
1	30035	Chip Conveyor LSW880 Rear (Left) discharge lift-up conveyor. Tank capacity 880L (232 gallons). Note: Not available for 313 ATC		Std.
1	31000	Automatic Splash Guard Includes door lock and LED light.		Std.

1	31016	Operator Door Lock (Operation Mode)	Std.
1	32001	Automatic Lubrication Unit N/A Daiken automatic lubrication supplies grease to all LM guides on the machine, matrix magazine and to the ballscrews.	Std.
1	47038	Portable Manual Pulse Generator with the Handle Enable Button	Std.
1	47006	Signal Light 3-layer Indicate color in the allotted space (without indication: Yellow, Red and Green)	Std.
1	47030	Operator Step	Std.
1	47201	Language (English)	Std.
1	47301	Pro.5 Screen (English)	Std.
1	47401	Manual set MAKINO (English)	Std.
1	47601	Manual set FANUC (English) N/A	Std.
1	47701	Operation Panel (English)	Std.
1	47801	Legend Plate (English)	Std.
1	48001	Unit: Inch	Std.
1	48007	FANUC Guarantee (2 years)	Std.
1	L6192	FOB Port/Source (Customer) The trucking company will invoice customer directly and customer assumes ownership at POE.	Std.
1	48500	Export Packing	Std.
1	M5000	Professional 5 Control Professional 5 Control: Fanuc based platform with enhanced features and capabilities such as Windows CE Operating system, Data Center for file management, DNC operation and network connectivity. Additional value added features include Tool Monitoring to improve part process quality and reduce tool costs (Spindle Load upper / lower limits, Tool Life Management, Spare Tool Selection, Run Hour Display and Part Quantity monitor, Machining Results monitor) and powerful visual guided machine diagnostics	Std.
1	51001	60Hz	Std.
1	52005	460V	Std.
1	53003	UL Electrical Specification Electrical components in machine's main electrical cabinet are UL rated	Std.
1	58000	Inch/Metric Selection	Std.
1	59000	Helical Interpolation (G02,G03) (G02,G03) Allows circular interpolation of any two (2) axes while also interpolating a linear axis.	Std.
1	59011	Nonlinear Interpolation type Positioning	Std.
1	63022	Data Center 4MB (standard)	Std.
1	65003	Tool Offsets Pairs (Total): 99	Std.
1	65013	Tool Offset Memory Type A	Std.
1	68009	Custom Macro (common variables: 100)	Std.
1	72007	GI.4 control (Standard)	Std.
1	76000	ECO Mode Functions	Std.
1	89030	GI.4 control	Std.
1	a61nxINSTALL	Machine Set-up & Installation	Std.
1	a61nxTRAINING	Training Two (2) training credits are included with each machine purchased. Each training credit is valid for students to attend any scheduled class at a Makino training facility. These credits are valid for one year after the installation of the machine. Any training after this year will be on a tuition basis. Training credits are not valid for onsite training.	Std.
1	a61nxWARRANTY	Machine Warranty A two (2) year CNC warranty with a full one (1) year machine warranty from the date of shipment excluding perishable items (e.g.: wipers, filters, covers, etc.) This standard warranty from Makino to the original buyer is from date of shipment from Mason, OH or port of entry.	Std.
1	a61nxTRANS	Transformer	Std.

MACHINE Options For Machine: a6Inx**Air/hydraulic pressure**

1	32000	Air Dryer Recommended to prevent moisture contamination of internal machine components.	\$3,700	\$3,700
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Monitoring system

1	37000	Broken Tool Sensor Outside Machining Area (BTSOMA) For detecting tool breakage outside the workzone. BTS unit is located inside the ATC unit allowing broken tool sensing to occur simultaneously to machining.	\$12,100 RETROFIT	\$12,100
1	L6169	PQI / Renishaw OMP400 RENGAGE Probe System AMS (Retrofit) Renishaw Compact OMP400 RENGAGETM High Accuracy Optical Strain Gauge Probe AMS. Repeatability: 0.25 µm (0.000 010 in). System allows for high speed in-process vector and standard measuring with part location. System will run with Makino or Renishaw macros. System includes all hardware, software, installation and training	\$12,800 RETROFIT	\$12,800
1	L6170	PQI Domestic Travel PQI Domestic Travel	\$3,000 RETROFIT	\$3,000

CONTROL Options For Machine: a6Inx**Interpolation**

1	59002	Polar Coordinate Interpolation (G12.1, G13.1) Converts Cartesian program commands to an interpolation mode using linear and rotational axes. (Requires NC Rotary Table).	\$540 RETROFIT	\$540
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Part program storage & editing

1	L6206	Increase Program Storage to 67,200ft (20480m) (8064kb) Additional available Registered Programs option - Registered Programs total - 1000 or 4000	\$3,600 RETROFIT	\$3,600
1	L6362	4000 Registered Programs Only available with Part Program Storage of 5120m or higher	\$605 RETROFIT	\$605

I/O device

1	63036	Automatic Fire Extinguisher Interface N/A	\$0	\$0
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Coordinate system

1	66003	Additional 48 Work Offsets Allows for 54 total work coordinate systems simplifying multiple part fixtures.	\$540 RETROFIT	\$540
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Operation support function

1	67000	High Speed Skip Function Increases accuracy of the probe by increasing the frequency which the CNC control monitors the probe for the touch trigger. (The standard skip function setting is 0-2.0 msec., the high speed skip function setting is 0-0.1 msec.) the end user can benefit by decreasing probing time through increasing probe feedrates at the standard accuracy, or increase probing accuracy at the standard probe feedrates.	\$540 RETROFIT	\$540
1	67004	Program Restart This function specifies Sequence No. of a block to be restarted when a tool is broken down or when it is desired to restart machining operations after a day off, and restarts the machining operation from that block. It can also be used as a high-speed program check function.	\$540 RETROFIT	\$540

Programming support function

1	68001	Programmable Mirror Image (G50.1, G51.1) Each axis can be reflected about an origin via program commands.	\$450 RETROFIT	\$450
1	68002	Scaling (G51/G50) Generates a percent multiplier of X and Y axis dimensional moves to increase or decrease size of output geometry.	\$890 RETROFIT	\$890
1	68003	Coordinate System Rotation (G68/G69) With this function the part, or work coordinate system can be rotated through any angle in increments as small as 0.001 degrees about any arbitrary center. The same part program can therefore produce the part profile at the rotational position selected without the need to generate a 'new' program at each arbitrary angle.	\$360 RETROFIT	\$360
1	68010	600 Macro Common Variables Variable #: 100-199 cancelled at power off and reset. 500-999 are permanent.	\$540 RETROFIT	\$540

1	68015	Automatic Z-axis Retract and Restart Retracts the tool (Z-axis) to a programmed point upon receiving a signal (push-button switch) from the machine side. Thereafter, up to ten (10) manual moves can be made and automatically stored. Upon restart, the controller will reposition the tool by retracing the stored moves and begin automatic operation once again.	\$1,500 RETROFIT	\$1,500
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High speed High accuracy function

1	72004	Super G1.4 Control (SGI) for high accuracy / high speed machining of complex shapes. 600 block look ahead and advanced acceleration/deceleration provides maximum benefits when machining complex three dimensional shapes having small movements per block. Note: Standard for A66E-5XD	\$19,500 RETROFIT	\$19,500
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Others, NC

1	M1032	Fanuc Installation Charge (\$450) (Less than 4 hrs) If Fanuc software options are installed to a machine after exit factory, an additional charge is required for special Fanuc installation. The charge is determined by using Google Maps round trip travel time, plus 2 hours for one (initial) control installation (any additional controls will add 1 hour more). The Google Map travel time, will start at the local FANUC Service Center zip code or local Satellite zip code and end at the End Users address or zip code. If you multiply by 2 the Google Maps time result it will give you the round trip time total. The Fanuc Service Center and Satellite zip codes can be retrieved in the FAC website link: http://www.fanucfa.com/us-en/Contact Note: FANUC USA determines the final charge.	\$450 RETROFIT	\$450
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TOTAL FOR MACHINE: a61nx		\$454,055
TOTAL LIST PRICE		\$454,055
DISCOUNT APPLIED TO MAKINO CONTENT TOTAL	28.47%	<u>(\$129,255)</u>
TOTAL FOR QUOTE NUMBER: 0000050866		\$324,800

All Prices listed in US Dollars

TERMS AND CONDITIONS OF SALE

MACHINING CENTERS; SPECIAL PRODUCTS; TOOLING, FIXTURES & APPLICATIONS ENGINEERING

The following terms and conditions of sale are a part of any proposal made by **MAKINO INC.** ("Seller") and shall govern all orders for machining centers, special products, tooling, or fixtures (collectively, "goods" or "equipment"), and/or applications engineering services or other services ("services"), provided by Seller or any of its affiliates. Seller hereby objects to any terms and conditions in Buyer's purchase order or other document which are additional to or different than these Terms and Conditions of Sale, whether or not the additional or different terms would materially alter the contract. These Terms and Conditions of Sale will prevail over any conflicting or different terms or conditions of any other document forming a part of the contract.

PRICES

1. Shipping terms are F.O.B. Port of Entry or F.O.B. Cincinnati as appropriate.
2. All prices are subject to change without notice and may be withdrawn at any time prior to Seller's acceptance of Buyer's order by Seller's Home Office. In any event, prices become invalid thirty (30) days after date of quotation.
3. Prices do not include excise, sales, use and transportation taxes of any taxing authority. If not included in the invoice for the goods or services, such taxes, if applicable, may be invoiced at a later date.

CANCELLATION CHARGES

1. Buyer may terminate this contract only with the consent of Seller and payment of the cancellation charges described below. This consent can be given only by Seller's Cincinnati-based management.
2. Cancellation charges of 15% of quoted price will be promptly invoiced from Seller to Buyer for all standard goods as maintained on printed price lists. The cancellation charges for any custom goods or services (such as turnkey process development, custom option design, etc.) will be equal to Seller's then-current time and materials charges for such goods or services up to the date of cancellation.

DELIVERY; SECURITY INTEREST

1. As stated in this quotation, delivery is subject to prior sale and to confirmation by Seller's Cincinnati-based management at time of placing order.
2. Delivery is subject to unavoidable delays, and Seller shall be free of any and all liability and penalty for delayed shipment because of any cause not within Seller's control, including but not limited to: strikes, fire, accident, explosion, lockout, war, or acts of God, or because of any regulatory requirements and/or priority system established by the United States Government, any of its agents, or any other authority having jurisdiction. (Any applicable priority rating must be clearly indicated on each order.)
3. Delivery is based on the assumption that all required technical data and other requested information, including approval drawings, special documentation or special components, if applicable, are received from Buyer in accordance with the schedule specified by Seller.
4. Delivery for fixtures, tooling and application engineering is as stated in this quotation based on current Applications Engineering backlog and subject to review at the time of purchase order.
5. Seller hereby reserves a purchase money security interest in the equipment, all additions and accessions thereto and all proceeds thereof to secure payment of the purchase price due hereunder. Such security interest shall be retained until such purchase price is paid in full. Buyer authorizes Seller to file this agreement or financing statement(s) pursuant to the applicable Uniform Commercial Code or other applicable laws to evidence and/or perfect Seller's security interest in the equipment. On request, Buyer shall execute any and all documents and agreements in this regard and assist Seller in the filing thereof. Until full payment for the equipment, Buyer shall not permit any liens or encumbrances to be placed on the equipment and shall cause any such liens or encumbrances to be promptly discharged.

CONDITIONS FOR FIXTURES AND TOOLING

- Fixture prices quoted are based upon the part drawing and information supplied to Seller at time of quotation. In case of changes in the part between time of quotation and the actual machining of the part, the changes will be reviewed and possibly re-quoted.
- The tooling, toolholders and cutting tools will be selected by Seller from reputable manufacturers. If there is a preference for toolholders or cutting tool manufacturers, please advise us and we will review and re-quote.
- Seller will send fixture drawings for review and approval. However, if any major changes are noted on the returned approval drawings, price and delivery will be subject to re-quote.
- All fixture and tooling items must be ordered within thirty (30) days after receipt of proposal to assure delivery of machining center and tooling as a package.
- The NC tape supplied with the turnkey will be a machine language tape - without source program. If there is a special programming language required, please advise and Seller will review your specification.

REQUIRED FROM BUYER (FOR FIXTURES AND TOOLING)

All special gauges, gauging fixtures, etc. must be supplied by Buyer. Measurement equipment must be capable of accurately measuring 10% of the total attribute tolerance. Sufficient quantity of parts for prove-out and runoff purposes must also be supplied. A gauge repeatability and reproducibility test must be performed to assure capability.

RENEGOTIATION

Seller only agrees to re-negotiation if, when, to the extent, and in the manner required by Federal law.

TERMS OF PAYMENT

Terms of payment for machining centers and special products:

- Down payments in accordance with following schedule are to accompany purchase orders.
- Ten Percent (10%) down payment with order placement. Balance due net thirty (30) days from date of invoice (which will be the product shipment date), subject to approval by Seller's Credit Department, payable in U.S. funds. Late payments will accrue interest at a rate of 1½% per month, but not more than the maximum rate allowed by law.

EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY

1. Seller warrants that the equipment it manufacturers will perform the functions expressly stated for such equipment in Seller's Catalogs, Specifications and Descriptions for a 12-month period from the date of shipment of the equipment from Mason, Ohio, the Port of Entry, or other shipping point explicitly stated in Seller's invoice. The foregoing warranty is in favor of the original Buyer only, and not any other person or entity. If any equipment fails to conform to Seller's warranty, Seller will repair or replace (at its sole option) the equipment at no cost to Buyer. Equipment or parts which have been subject to abuse, misuse, accident, neglect, unauthorized repair or installation are not covered. Seller shall make the final determination as to the existence and cause of the alleged defect. Replacement parts will be warranted for the remainder of the 12-month equipment warranty, or the standard repair part warranty, whichever is greater. Under no circumstances will Seller be liable for damages or claims with respect to any goods that Buyer in any way or degree has processed or changed in dimension or characteristic from that delivered. OTHER THAN SUCH LIMITED WARRANTIES, GOODS ARE PROVIDED HEREUNDER "AS IS" AND NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, WHETHER IN RELATION TO MERCHANTABILITY, HIDDEN DEFECTS, FITNESS FOR PARTICULAR PURPOSE, COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE, NONINFRINGEMENT OR OTHERWISE IS GIVEN BY SELLER TO BUYER OR ANY OTHER PARTY.
2. For fixtures, the stated warranty does not apply to part touching details on the fixture.
3. Because of conditions over which Seller has no control attending Buyer's use of goods sold, the parties agree that Buyer's sole and exclusive remedy against Seller for any breach of warranty or any other term or condition shall be the replacement or repair, at Seller's option, of the applicable goods.
4. IN NO EVENT WILL SELLER BE LIABLE TO BUYER OR ANY OTHER PARTY UNDER ANY CLAIM OR CIRCUMSTANCES (INCLUDING, BUT NOT LIMITED TO, ANY CIRCUMSTANCE INVOLVING A FINDING THAT A WARRANTY OR REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE), WHETHER THE CLAIM SOUNDS IN CONTRACT, TORT OR OTHER LEGAL THEORY, FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR REVENUE, LOST SALES, LOST GOODWILL, OR LOSS OF USE OF ANY GOODS OR OTHER PRODUCTS.
5. The warranty period for third party components and equipment supplied as a part of this order shall be limited to the warranty of the Original Equipment Manufacturer, to the extent such warranty may be transferred to Buyer. Material handling robots and peripheral support equipment are typical examples of third party components and equipment. Seller makes no warranties, express or implied, with respect to third party components or equipment and the same are supplied AS IS and WITH ALL FAULTS.
6. FOR ANY CLAIM OF ANY KIND AGAINST SELLER CONCERNING THE GOODS OR SERVICES, BUYER WILL BE LIMITED TO RECOVERING ONLY ITS DIRECT DAMAGES UP TO THE AMOUNT PAID TO SELLER FOR SUCH GOODS OR SERVICES (EXCLUSIVE OF TRAINING CHARGES, SHIPPING CHARGES, FREIGHT, TAXES AND SIMILAR CHARGES).

MODIFICATIONS AND ERRORS

Seller reserves the right to modify or change any equipment sold hereunder in whole or in part, at any time prior to the delivery thereof to include therein refinements deemed appropriate by Seller but without incurring any liability to modify or change any product previously delivered or to supply new products in accordance with earlier specifications or prices.

SERVICE

All service work for defects in equipment repaired or replaced during standard hours under the warranty provisions as described above, will be provided during straight time working hours, using commercial transportation means at no cost to Buyer except that service work for purchased accessories will be provided only under those terms as the manufacturer may give to Seller and to the extent enforceable by Seller. Buyer agrees to make the equipment immediately available and to provide at no cost, operators, programmers, maintenance personnel, tools and other assistance as required. All service work on equipment not covered by Seller's warranty, or all service work performed after the applicable warranty period, as defined in "Exclusion of Warranties; Limitation of Liability" above, has expired will be charged at the prevailing rate, plus all expenses, transportation material and parts.

EXPORT OR REEXPORT

Seller goods and services are regulated for export by the United States, may be subject to other trade rules and regulations, and may be classified under the U.S. Commerce Control List of the EAR. Accordingly, the export of goods and/or services to a foreign country may require an export license. Additionally, the release of Seller technical data or any software package (source code) to a foreign national in the United States may be considered a "Deemed Export" under the EAR. See 15 C.F.R. §734 (2006). Seller will comply with all applicable export rules and regulations governing the exportation of its goods and services (including technical data) and, at its sole discretion, will determine whether an export license must be obtained. Provided, however, Buyer shall provide all necessary information for Seller to make such licensing determination, including but not limited to: end-user statements, letters of assurance, foreign national information, or other information as requested by the applicable governmental agency. Seller's acceptance of a purchase order is expressly made conditional on the issuance of any required export license or approval. Seller hereby urges Buyer's independent review and understanding of any relevant export controls and regulations applicable to the goods or services or to Buyer's use thereof.

Buyer agrees that it shall not, directly or indirectly, export or transmit any goods and/or services covered by this Agreement to any country or end-user to which such export or transmission is restricted by applicable regulations of the United States or any agency thereof, without the prior written consent of the U.S. Department of Commerce, Washington, D.C. 20230, and any other required governmental agency.

CLAIMS

All claims by Buyer against Seller that goods shipped hereunder or services provided hereunder do not conform to any applicable warranty or specification, and all other claims made hereunder by Buyer, must be in writing and received by Seller within the warranty period and within 10 days of the date of Buyer's detection of defect. Failure to give such notice within such time period shall constitute a waiver by Buyer of all claims with respect to such goods or services. Also, no goods are to be returned to Seller without a Return Goods Authorization (RGA). Goods shipped to Seller without such approval may be returned to Buyer at Buyer's expense.

PRODUCTION ESTIMATES

Production estimates are based on Seller's understanding of the limits of accuracy and finish required, machinability of the material to be removed, prior preparation of the part of machining, and handling facilities provided. Unless specifically referenced, estimates do not include handling time. Such estimates are not to be considered as warranties.

TITLE

Delivery of equipment to a carrier by Seller, consigned to Buyer or as Buyer 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 Buyer and Buyer shall have risk of loss or damage to the equipment.

TAXES

All federal, state, local, municipal or other excise, sales, use, property, or other taxes or fees, import duties and charges, are the responsibility of Buyer.

ENGINEERING CHANGE

The specifications referenced herein were in effect at the time this proposal and/or catalog were approved for printing. Seller reserves the right to discontinue or to make changes on any model at any time, and to change specifications or design without notice, and without incurring any obligation to Buyer or any third party.

PRECEDENCE

Seller's acceptance of all orders is expressly made conditional on assent to the foregoing terms and conditions. Goods shipped prior to such assent are shipped as an accommodation only. If Buyer does not accept the goods on these terms, they are to be returned at once, unopened and unused, subject to prompt payment of appropriate cancellation charges. Otherwise, receipt of such goods will be deemed assent to the foregoing terms and conditions. If additional terms and conditions have been negotiated with Buyer in conjunction with this order, the negotiated terms and conditions are specifically referenced in the body of the Order Acknowledgment.

GOVERNING LAW AND FORUM SELECTION; LIMITATIONS

This contract, the construction of this contract, all rights and obligations between Seller and Buyer, and any and all claims arising out of or relating to the subject matter of this contract (including all tort claims), will be governed by the laws of the State of Ohio U.S.A., without regard to its conflict of laws principles. The rights and obligations of the parties to this contract will not be governed by the provisions of the 1980 UN Convention on Contracts for the International Sale of Goods; rather these rights and obligations will be governed by the laws of Ohio. Any litigation or other legal proceeding based upon or in any way related to this contract, its subject matter, or the rights or obligations of Seller and Buyer, will be brought exclusively in an appropriate court of competent jurisdiction (state or federal) located in Hamilton County, Ohio or Warren County, Ohio, and must be brought within two (2) years after the claim accrued. Any action brought in any such court may not be transferred or removed to any other court. Each party consents to the exercise of jurisdiction over it by the above-named courts as its freely negotiated choice of forum for all actions subject to this forum selection clause.

(Revised 1/2012)