

Terms & Conditions of Sale

1. Terms

All orders placed for products and services of OPW shall be subject to these Terms of Sale (“Terms”). No additional or different terms or conditions or any modifications, changes or amendments to the Terms shall be binding upon OPW unless specifically agreed to in writing by an authorized representative of OPW. Any additional or different terms already or hereafter proposed by customer, whether in a purchase order or other communication or otherwise, are hereby rejected and shall not apply. The lack of objection by OPW to any additional, modifying or deleting provisions contained in any communications from customer shall not be construed either as a waiver of the Terms or as an acceptance by OPW of any deviation from the Terms. All orders and any changes to existing orders at OPW **must be made in writing and shall not be binding on OPW until accepted by an authorized representative of OPW**. Standard payment terms are Net 30 days payable in U.S. funds. Past due accounts may be subject to a 1.5% per month interest charge, compounded monthly or the maximum rate permitted by law. Buyer shall reimburse seller for all costs of collection including, without limitation, attorney’s fees. Minimum billing is \$250 unless drop shipment and using an expedited freight means. Federal, state or local taxes which apply will be added unless a valid exemption certificate is furnished. A fee of 10% of net order or \$100 will be charged for expediting orders and must ship via an expedited freight means (Red or Blue). All shipments are EXW Hamilton, Ohio, except that seller will ship each order with a net value of \$2,000 or more freight prepaid at seller’s expense to buyer’s Authorized Facility (except for Alaska and Hawaii). For export orders, Seller reserves the right to establish larger minimum order requirements or assess a fee at the Seller’s discretion to offset the costs of processing these shipments. Seller reserves the right to amend the standard Net 30 day payment terms as necessary. Canada: Minimum Canadian order is \$500 U.S. funds. All sales to Canadian destinations are F.O.B Hamilton, Ohio.

2. Credit

All orders and contracts are subject to the approval of our Credit Department. Changes may be made in our credit terms at any time. Customer shall also reimburse OPW for all collection costs, court costs, attorney’s fees and other expenses incurred in collection of past due amounts.

3. Changes

Seller reserves the right to make any changes in product design, materials, pricing and terms at any time without notice.

4. Cancellations

Buyer may not cancel or delay deliveries without the express written approval of the Seller obtained in advance of the due date. Buyer will be responsible for all costs incurred by the Seller for any order cancellation or delay in delivery.

5. Quotation

Quotations are for immediate acceptance based upon quantities indicated at the time of the quote and are subject to change without notice. Typographical and clerical errors made by the Seller are subject to correction.

6. Claims

Claims for shortage in shipments, corrections or other deductions will not be allowed unless made within (10) ten days from receipt of product.

7. Routing

Buyers routing instructions and carrier selection will be followed where reasonable. When routing is not specified, Seller will route by best available carrier. Title to and ownership of goods passes to Buyer upon delivery to carrier at our dock and Buyer is responsible for the filing of freight claims for goods lost or damaged in transit.

8. Returned Goods

Buyer must obtain Seller's permission before any goods will be considered or accepted for return. All transportation charges must be prepaid by the Buyer. Returned goods are subject to Seller's inspection and approval. If a return is approved, a 10% restocking charge will be applied with an offsetting order of equal or greater value; or a 25% restocking charge or \$30 whichever is greater, will be applied without an offsetting order. Goods which have been used, specialty manufactured products or modifications of regular products are not returnable. Product must be in new and resalable condition. Seller does not accept the return of gaskets, seals, repair kits or other products over one year old.

9. Delays

Seller shall make every reasonable effort to adhere to the shipping schedule provided to Buyer. However, Seller shall not be liable for any damages or loss incurred by Buyer for failure to comply with the shipping schedule given to Buyer.

10. Drop Shipments

Drop shipments may be allowed at Seller's discretion. Such shipments will be invoiced to the buyer with a 10% fee of the net order or \$25 whichever is greater. If drop shipments require any additional freight or handling expense, these costs are the responsibilities of the Buyer.

11. Warranties

Seller warrants that its products, when used in the manner and under the conditions for which they were designed, to be free from defects in materials and workmanship for a period of one year from the date of shipment. Each item of the Products which, after notice from Buyer, Seller believes may be defective during such period will, at Seller's option be promptly repaired or replaced or its value credited against future orders. This warranty shall not apply to seals, gaskets or to any item(s) of the Products which has or have been altered in any way, which has or have been repaired by any party other than Seller or when such alleged defect is due to misuse, conditions of use, improper installation or maintenance or any use(s) not expressly authorized by Seller. Whether under this Warranty or otherwise, in no event will Seller have any liability for special, consequential or incidental damages to any party and for labor costs, freight costs or any other costs or charges in excess of the amount of the invoice price paid for the Product(s) affected. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The remedies provided in this Warranty will be exclusive and will not be deemed to have failed of their essential purpose as long as Seller is willing and able to perform as prescribed herein.

12. Inconsistencies

In the event that Seller receives one or more orders (or similar related documents) from Buyer in which one or more of the provisions are inconsistent with or in addition to any or all of the provisions of this Agreement (a) each such order will be conclusively deemed to be governed by the Seller's Distributor Agreement (if one exists) or other such policies; (b) each such inconsistent or additional provision will be deemed stricken, and; (c) no order submitted by Buyer will be deemed to be governed by any provision(s) other than that or those contained in this Agreement and other such policies unless and until a written supplement is duly executed by both of the parties expressly adopting such provision(s).

13. Taxes, Fees, and Duties

Any applicable taxes, fees and duties shall be paid by customer, either directly or by reimbursement to OPW. Any claim for exemption by customer shall, if applicable, be effective only after receipt of proper exemption forms by OPW, but in no event after delivery or performance.

14. Intellectual Property Rights

All intellectual property rights in, or relating to, the products and/or services are owned by or licensed to OPW and nothing herein shall have the effect of transferring the ownership of such intellectual property rights to customer.

15. Force Majeure

OPW shall not be liable for damages for a delay or failure in its performance as a result of causes beyond its reasonable control, including any law, order, regulation, direction, or request of any government having or claiming to have jurisdiction over OPW, its subcontractors and/or its suppliers; failure or delay of transportation; insurrection, riots, national emergencies, war, acts of public enemies, strikes or inability to obtain necessary labor, manufacturing facilities, material or components from OPW's usual sources; fires, floods or other catastrophes; acts of God, acts of omissions of customer or any causes beyond the reasonable control of OPW and/or of its suppliers. Upon the giving of prompt written notice to customer of any such causes of a delay or failure in its performance of any obligation, the time of performance by OPW shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

16. Indemnity

CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS OPW AGAINST ANY AND ALL LOSSES, DAMAGES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND OTHER COSTS OF DEFENDING ANY ACTION) THAT IT MAY SUSTAIN OR INCUR AS A RESULT OF THE USE, OPERATION OR POSSESSION OF THE PRODUCTS AND/OR SERVICES BY CUSTOMER OR ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES, THE NEGLIGENT OR WILLFUL ACT OR OMISSION OF CUSTOMER OR ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES OR THE ALTERATION OR MODIFICATION OF THE PRODUCTS AND/OR SERVICES OR THE USE OR COMBINATION OF THE PRODUCTS AND/OR SERVICES WITH OTHER PRODUCTS, DEVICES OR SERVICES BY CUSTOMER OR ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

17. Governing Law

These Terms shall be governed by and be construed in accordance with the laws of Illinois, without giving effect to any choice of law rules. To the extent applicable, each party expressly consents to the exclusive jurisdiction of the courts of the State of Illinois, County of Cook, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Illinois, to govern all disputes arising hereunder.

18. Anti-Bribery Compliance

Customer hereby certifies that customer and its directors, officers, employees, agents, sub-contractors and/or consultants: (i) are familiar with, and shall comply in all respects with, all applicable laws in force from time to time regarding bribery, fraudulent acts, corrupt practices and/or money laundering, including the U.S. Foreign Corrupt Practices Act, as amended, and the U.K. Bribery Act 2010, as amended; (ii) have not and shall not authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with the transactions governed by these Terms to any "foreign official," including (a) any official, agent, or employee of any government or governmental agency; (b) any political party or officer, employee or agent thereof; or (c) any holder of public office or candidate for political office; and (iii) are not officials or employees of any government, an official of a political party, or a candidate for political office, or a director, officer, employee, or affiliate of a government instrumentality. Customer understands that for purposes of this Section, a "foreign official" may include an employee or official of a commercial entity in which a government body has an ownership interest or exerts control over the activities of such entity, as well as officials and employees of public international organizations.

19. Import and Export Compliance

Customer shall strictly comply with any applicable laws in force from time to time regarding import/export regulations, tax and/or customs and duties ("Import/Export Legislation") related to the import of the goods to the point of delivery specified in an order and the export of the goods from the point of origin of such goods, and customer's purchase of goods pursuant to these Terms constitutes its certification that it will remain in compliance with the requirements of such Import/Export legislation. Customer shall ensure that it will not export, sell, divert, transfer or otherwise dispose of the goods in violation of the Import/Export Legislation. Customer agrees to, at its expense, obtain any and all licenses and approvals that may be necessary to import the goods to the point of delivery specified in an order and to export the goods from the point of origin of such goods in accordance with the Import/Export Legislation. Customer shall provide OPW with such documentation as OPW may request to confirm customer's compliance with the Import/Export Legislation.

Effective: December 20th, 2022