



# CUSTOMER TERMS & CONDITIONS

**APPLICABILITY:** These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by Meyer Industries, a Division of Precision, Inc. ("Seller") to the purchaser of the Goods ("Buyer"). The accompanying Buyer's purchase order (the "PO") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller's general terms and conditions of purchase. **POs SHALL BE PROMPTLY FORWARDED TO SELLER ELECTRONICALLY AND ARE SUBJECT TO SELLER'S ACCEPTANCE AT ITS OFFICE IN SAN ANTONIO, TEXAS BEFORE BECOMING BINDING ON SELLER.**

**DELIVERY:** Subject to the availability of finished Goods and unless otherwise specified by Buyer and agreed to by Seller, the Goods will be delivered within a reasonable time after receipt of the PO. Delivery shall be FOB shipping point (the "Shipping Point"). Title and risk of loss pass to Buyer upon delivery of the Goods to the Shipping Point. All shipments are insured at Buyer's expense and made at Buyer's risk and cost.

**SHIPPING TERMS AND PACKAGING:** The method and route of shipment, including packaging are at Seller's discretion unless otherwise specified by Buyer and agreed to by Seller.

**INSPECTION AND REJECTION OF NONCONFORMING GOODS:** Buyer shall inspect the Goods within thirty (30) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period. "Nonconforming Goods" means Goods that are different from those identified in the PO. Seller shall, at its option: (i) replace Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods. If Seller elects to replace the Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the conforming Goods. Any terms and conditions in the PO which deletes from, alters, or adds to these Terms will not be binding upon Seller unless such terms and conditions are expressly agreed to in writing by Seller.

**PRICE:** Buyer shall purchase the Goods from Seller at the prices (the "Price") agreed upon between Buyer and Seller. All prices are subject to change without notice. All Prices are exclusive of any local, state, or federal taxes.

**PAYMENT TERMS:** Unless otherwise agreed by Buyer and Seller, payment shall be net thirty (30) days from the date of Seller's invoice. As collateral security for the payment of the Price, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in the Goods, wherever located, and whether now existing or hereafter acquired, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds therefrom. The security interest granted under this provision constitutes a purchase money security interest under the Iowa Uniform Commercial Code. In the event an order is received based on the PO and is later cancelled, placed on hold or delayed due to a lack of Buyer-supplied information, Seller reserves the right to add storage charges and/or invoices for total payment for Goods in process or completed. In the event of cancellation of an order, Buyer will be liable for the reasonable costs and expenses incurred by Seller prior to notice of cancellation of the order. Cancellation requests from the Buyer require the written consent of Seller.

**NON-DELIVERY:** The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within five (5) days of the date when the Goods would have been received in the ordinary course of business. Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

**LIMITED WARRANTY:** Seller warrants to Buyer that: 1) for a period of twelve (12) months from the date of delivery of the Goods ("Warranty Period"), that such Goods will be free from material defects in material and workmanship, when used under normal load and operating conditions and installed and maintained properly. Warranties shall not apply to any Goods which have been subject to misuse, misapplication, accident, neglect, modification, repair, improper maintenance, improper storage or improper installation. Misuse includes, but is not limited to, deterioration by chemical action, wear by presence of abrasive material, or improper lubrication. **EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION 8, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (EXCEPT AS MAY BE AGREED TO BETWEEN BUYER AND SELLER); (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.** Products manufactured by a third party ("Third Party Product") may be incorporated in, attached to or packaged together with, the Goods. **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT (EXCEPT AS MAY BE SPECIFIED BY SELLER).** With respect to any such Goods during the Warranty Period, Seller shall, at its option, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the Price of such Goods. If Seller so requests, Buyer shall, at Buyer's expense (including but not limited to removal of the Goods and in-coming and out-going freight), return such Goods to Seller. **THE REMEDIES SET FORTH IN THIS SECTION 8 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION 8.** Any action for a breach of warranty must be commenced within one (1) month following expiration of the applicable Warranty Period. Seller hereby disclaims any liability for injuries which may result from the use of the Goods contrary to its instructions.

**RETURNS:** The Goods may not be returned without prior written authorization by the Seller. Goods returned without prior written authorization will not be accepted. Expenses which result from the return of Goods must be borne by the Buyer. Returned Goods are subject to restocking charges plus outgoing and incoming freight charges. No cash refunds. Credit will be applied to future orders.

**COMPLIANCE WITH LAW:** Buyer shall comply with all applicable laws, regulations and ordinances in carrying out its obligations under this Agreement. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

**SAFETY:** Seller disclaims any liability and Buyer agrees to fully indemnify Seller and its employees for all loss and expense, including attorney's fees, relating to any claim or liability or injury resulting from misuse, alteration, or the use of the Goods contrary to written instructions, including but not limited to those included in Seller's catalog. Seller recommends supplementing federal, state and owner

safety programs with ANSI B20.1-2015, "Safety Standards for Conveyors and Related Equipment," and ANSI spec z244.1--2016, "Control of Hazardous Energy – Lockout/Tagout and Alternative Methods" **NEVER OPERATE, ADJUST OR INSTALL EQUIPMENT ON A MOVING CONVEYOR.**

**CHANGES AND CANCELLATIONS:** A request to cancel or change a PO must be made in writing at least thirty (30) days before the requested shipment date of the Goods and is subject to Seller's approval. Buyer acknowledges that a change, if accepted by Seller, may affect the price and the delivery of the Goods. In the event of a cancellation or termination, Customer shall, as a condition of such cancellation or termination, be obligated to pay Seller's reasonable costs and expenses incurred or committed to prior to the date of such cancellation or termination plus a reasonable allowance for Seller's lost profits with respect to the Goods. Buyer agrees to pay such costs and expenses promptly following receipt of Seller's invoice therefore, which shall be submitted to Buyer as soon as practicable after such termination or cancellation.

**CONFIDENTIALITY:** If Buyer or Seller receives Confidential Information (the receiving party is the "Recipient") from or about the other party (the "Disclosing Party"), either before or after the date of the PO, whether received in written form, orally, by observation or otherwise, Recipient will not use the Confidential Information or disclose to anyone other than to Recipient's employees with a need to know and who are bound to comply with the restrictions in this Section 13, without the prior written consent of Disclosing Party. "Confidential Information" means all information that Recipient knows or reasonably should have known is valuable confidential information of the Disclosing Party, its suppliers, customers or others. Recipient is responsible for a breach of the obligations in this Section by its employees, agents and contractors. Recipients will take all necessary precautions to protect Confidential Information from disclosure to or use by unauthorized persons, including if requested by Disclosing Party, arranging for others to execute and deliver to Disclosing Party a suitable confidentiality agreement before disclosing Confidential Information to them. In taking these precautions, Recipient will use a standard of care at least as high as that normally adopted by prudent owners of confidential information where their commercial success depends upon keeping that information from being disclosed to or used by others. Recipient's breach of this Section would cause Disclosing Party to suffer losses which could not be adequately compensated in damages so, besides any other available remedies; Disclosing Party will be entitled to seek an injunction to restrain that breach and any further breach. Notwithstanding anything to the contrary herein, pursuant to the Defend Trade Secrets Act of 2016, Buyer and Seller understand that: an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

**MISCELLANEOUS:** Seller shall not be liable or responsible to Buyer, or be deemed to have defaulted or breached this Agreement, for any failure or delay in performing any term of this Agreement when and to the extent such failure or delay is caused by or results from circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire or earthquake. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties and neither party shall have authority to contract for or bind the other party in any manner whatsoever. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms. All matters arising out of or relating to this Agreement are to be governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Iowa. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Iowa in each case located in the City of Des Moines and County of Polk, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the PO or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination. The Agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes any prior agreement or understanding between the parties with respect to such matters. In the event that Seller hires an attorney to assert any of its rights or defenses in connection herewith or to collect amounts due, Buyer agrees to be responsible for all of Seller's legal fees and expenses as well as costs of collection.



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