

Any sale of presses, equipment, parts or other products and the performance of after-sale services, including the supply of spare or repair parts (collectively "Products"), by AIDA-America Corporation (hereinafter referred to as AIDA) shall be subject to the following terms and conditions. By ordering any Products, or by receiving any services from AIDA, Purchaser agrees to these terms and conditions and also represents to AIDA that, at the time Purchaser submits its order, and at the time Purchaser receives delivery of the Products, Purchaser is, and will be, solvent.

#### 1. PRICES

- (a) Price quotations are effective for thirty (30) days after the proposal or quotation date, unless stated otherwise in writing by AIDA;
- (b) Prices/charges are subject to the payment by Purchaser of any applicable State, Local or Federal Sales, Use, Excise or similar taxes now in force or hereafter enacted, together with penalties and expenses, if any. In lieu of the payment of such taxes, Purchaser shall provide AIDA with a tax-exemption certificate acceptable to the taxing authorities;
- (c) Unless otherwise quoted by AIDA, all prices for stock presses are FCA named shipping point (Incoterms 2000). All prices for special orders or special imported Products are FOB, U.S. Port of Entry (Incoterms 2000); and
- (d) Quoted prices for special factory orders or special imported Products are based on current exchange rates of the U.S. Dollar. Should the exchange rate change after proposal or quotation date, but before order date, AIDA reserves the right to adjust the price by the percent of change.

#### 2. TERMS

Terms of Payment are as specified in AIDA's proposals or quotations and AIDA's acknowledgments. AIDA reserves the right to quote different terms for special factory or imported orders than it may quote for stock Products.

#### 3. DELIVERY

(a) Reasonable efforts will be made by AIDA to fulfill an order within the time estimated, but due to the nature of the work undertaken, AIDA shall have no liability for any delay in delivery. AIDA shall have no liability for any failure or delay of performance due to any cause beyond the control of AIDA, including, but not limited to, fire, strike, accident, war or security conditions, Government regulation or restriction, shortages in transportation, power, labor or material, freight embargo, riot or civil commotion, default of a supplier or prohibitions or events which render performance difficult or impossible; and (b) AIDA will invoice the Purchaser for each completed press or Products on the day it is shipped, or the day when ready for shipment if the press or Products is held at or by AIDA by instruction of the Purchaser or for lack of shipping instructions by the Purchaser. Payment shall be made for invoices in accordance with the terms of payment stated in AIDA's invoice or Order Acknowledgment.

#### 4. CO-OPERATION / CANCELLATION / MODIFICATION

(a) Purchaser shall at all times fully cooperate with AIDA, and furnish all specifications, drawings or information required; (b) Purchaser shall not countermand or cancel the order or cause the work or shipment to be delayed or stopped, except with the consent of, and upon the terms agreed to, by AIDA and, in any event with full reimbursement to AIDA for all costs incurred, plus 15%; and (c) Neither AIDA's proposal or the order, nor any provision or term thereof, including any of these terms and conditions shall be modified, amended, rescinded or changed in any way except by written authorization and agreement from AIDA. However, any clerical errors are subject to correction by AIDA.

#### 5. TITLE AND DELIVERY

Delivery of Products to a carrier by AIDA at the FCA (Incoterms 2000) shipment point, upon Purchaser's instructions for shipment to Purchaser, or to Purchaser's destination/recipient as Purchaser may direct, shall constitute complete delivery to Purchaser as well as transfer of title, ownership, and possession in and to such Products to Purchaser. Thereafter, such carrier shall be deemed to be acting for Purchaser and such Products shall thereafter be at Purchaser's risk (including all risk of loss).

#### 6. SECURITY INTEREST/AGREEMENT

AIDA retains and Purchaser grants to AIDA a continuing security interest in the Products. Purchaser shall keep the Products free from any adverse lien, security interest or encumbrance until AIDA has been fully paid for all the Products. AIDA shall have all remedies of a secured party under the Uniform Commercial Code.



## 7. INSTALLATION AND SERVICE

Unless otherwise specifically covered in AIDA's proposal, (a) no installation service shall be performed, and no expense of installation shall be borne by AIDA, and (b) once delivery has been made by AIDA, all servicing of any Products will be charged for in accordance with AIDA's then prevailing schedule of charges.

## 8. WARRANTY / WARRANTY LIMITATIONS / AND TERM.

Subject to the other provisions of AIDA's proposal and these terms and conditions, and provided that the Products are installed, used and maintained in accordance with the manufacturer's and AIDA's manuals and instructions, and the Products are used for their normal intended use, AIDA warrants, to the original Purchaser only, that presses manufactured by AIDA will be free from defects in materials and workmanship for a term of one (1) year from the date of Acceptance and any non-press Products, including auxiliary equipment, spare and repair parts, manufactured by AIDA will be free from defects in materials and workmanship for a period of thirty (30) days, unless specified otherwise in writing by AIDA. Purchaser shall be deemed to have effected "Acceptance" of the Products on the earlier of the date when Purchaser: a) signs the "AIDA Equipment Installation Certificate of Completion;" b) places the Products in Commercial Operation; or c) sixty (60) days from the date of delivery. "Commercial Operation is defined as production runs which Purchaser delivers to its customers and/or for which Purchaser receives compensation pursuant to orders placed by Purchaser's customers, or for Purchaser's own internal use. Any Products (whether presses, auxiliary equipment, spare or repair parts) sold hereunder, but not manufactured by AIDA will be warranted by AIDA only to the extent provided by and enforceable against the manufacturer of such Products.

AIDA's warranty obligation shall be limited, at AIDA's option, to the repair or replacement of such Products which examination shall disclose to the satisfaction of AIDA to have been defective, during such applicable warranty period, under ordinary and normal use, provided written notice of such defects shall be given to AIDA by Purchaser within thirty (30) days after such defect first becomes apparent or suspect. No allowance will be made for any expenses incurred by Purchaser in repairing defective Products or parts, or supplying any missing Products or parts, except with the prior written consent of AIDA. In any case where AIDA is effecting the replacement or repair of any defective Products or parts, Purchaser shall have the responsibility and bear all the costs of procuring and providing all necessary dismantling, reassembling and handling facilities in connection therewith.

NOTWITHSTANDING ANY PROVISION OF THESE TERMS AND CONDITIONS, OR OTHERWISE, THE WARRANTY CONTAINED IN THIS PARAGRAPH, AS LIMITED HEREIN, IS THE ONLY WARRANTY EXTENDED BY AIDA (OR BY THE PARENT OR ANY AFFILIATE OF AIDA) IN CONNECTION WITH ANY SALE OR SERVICE OF PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT NO DEALER, EMPLOYEE OR THIRD PARTY IS AUTHORIZED TO VARY OR EXPAND THE FOREGOING WARRANTY, UNLESS SUCH VARIANCE OR EXPANSION IS EXPRESSLY SET FORTH IN A DOCUMENT EXECUTED BY AN AUTHORIZED OFFICER OF AIDA. IN NO EVENT SHALL AIDA (OR AIDA'S PARENT OR AFFILIATES) HAVE ANY LIABILITY WHATSOEVER TO PURCHASER, BY WARRANTY OR OTHERWISE, WITH RESPECT TO THE PURCHASE, SALE, USE OR SERVICE OF THE PRODUCTS, FOR PAYMENT OF ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF BUSINESS OR PROFITS. AS NOTED IN PARAGRAPH 9, BELOW, AIDA'S PRESSES ARE PROVIDED WITH PASSWORD PROTECTED MACHINE CONTROL SOFTWARE. MODIFICATIONS OF SUCH SOFTWARE OR CONTROLS, WITHOUT EXPRESS WRITTEN AUTHORIZATION BY AIDA, WILL VOID ALL WARRANTIES OF AIDA (AND OF AIDA'S PARENT AND AFFILIATES) AND WILL ABSOLVE AIDA (AND AIDA'S PARENT AND AFFILIATES) FROM ANY LIABILITIES OR OBLIGATIONS UNDER THIS AGREEMENT, OR OTHERWISE, WHETHER EXPRESSED OR IMPLIED.

## 9. SAFETY PRECAUTIONS:

Irrespective of whether Purchaser is acquiring the press, Products or parts for its own use and operations, or whether Purchaser will be integrating the press, Products or parts into other products for resale to its customers, Purchaser shall require its employees and its customers to use all safety devices, guards, and proper safe operating procedures including, but not limited to, those set forth in manuals and instruction sheets furnished to Purchaser. Purchaser shall not remove or modify any such device, guard, or warnings. It is the Purchaser's responsibility to provide all the means that may be necessary to effectively protect Purchaser's employees and others (and customers) from bodily injury, which otherwise may result from the method of particular use, operation, set-up, or service of the Products.

The operator's or machine manual and safety standards, as well as applicable safety laws, regulations and standards, shall be made available by Purchaser to Purchaser's employees and others (and customers) who have been given access to the Products. Purchaser agrees that it will provide adequate training and supervision to its employees and others (and customers) who will by reason of operation, maintenance or otherwise have access to and be exposed to the Products.

Purchaser shall assure that all such persons will, prior to being given such access or exposure, be advised as to the location of all safety guards and devices and will have received all operator's and machine manuals and other appropriate training pertaining to the safe operation, use and/or maintenance of the Products. Purchaser shall promptly communicate to its employees, others (and customers) all post-sale notice or warnings it receives with respect to the safe operation, use or maintenance of the Products.

If Purchaser fails to comply with any provisions of this Paragraph 9, or any applicable laws, standards or regulations aforementioned, Purchaser shall defend, indemnify and hold AIDA (and AIDA's parent and affiliates) and their respective officers, directors and employees and suppliers harmless from and against any and all claims, losses, or damages arising therefrom.

Purchaser agrees that Purchaser (and not AIDA or AIDA's parent and affiliates or other manufacturers or their respective sellers or suppliers) shall be responsible for compliance with any local laws, ordinances, codes or the interpretation thereof which may be in effect at the Purchaser's plant or the Products' location unless AIDA has specifically agreed in writing to accept that responsibility.

AIDA's Products are offered for sale with certain safety features, such as guards, light curtains and/or interlocks as "standard" features. Purchaser agrees to observe all instructions and directions for, and train Purchaser's employees, others (and customers) in, the safe operation and maintenance of the Products. Purchaser is admonished, and shall, in turn, admonish, its employees, others (and customers) who will have access to the Products not to remove, disengage or override any guards, interlocks, or other safety features and Purchaser agrees to promptly remedy such a situation, and not to use the Products until such situation is remedied. If the nature of Purchaser's particular applications and uses of the Products are such that Purchaser believes that it would be necessary and feasible to utilize such Products without one or more of these available guards, interlocks, or other safety features, in making any such decision, Purchaser acknowledges that it will utilize other existing or alternative safety devices or procedures which Purchaser believes, and hereby represents to AIDA, will satisfactorily substitute for, and/or sufficiently supplement, any guards, interlocks or other safety features which Purchaser believes necessary to remove, disengage, or override. Purchaser also acknowledges that the safe operation and maintenance of Products remain the responsibility of the employer/user of the Products, whether under OSHA, ANSI or other applicable laws, codes or regulations. Purchaser agrees that AIDA and AIDA's parent and affiliates cannot, and will not, have any responsibility to Purchaser, any employer or its employees or third parties in connection with the alteration, removal, disengagement or override of any safety features which are offered by AIDA as "standard" equipment, or Purchaser's decision not to include in its Order, any "standard" equipment, offered at the time the Products is sold or delivered by Seller.

AIDA presses are provided with password-protected machine control software. THIS SOFTWARE IS DESIGNED FOR THE SAFE AND PROPER OPERATION OF AIDA PRESSES AND CAN ONLY BE MODIFIED BY AUTHORIZED AIDA PERSONNEL. UNAUTHORIZED MODIFICATION TO THE CONTROL SOFTWARE OR THE ASSOCIATED CONTROL PARAMETERS MAY RESULT IN PERSONAL INJURY AND/OR MACHINE DAMAGE. ADDITIONALLY, AS NOTED IN PARAGRAPH 8 ABOVE, ANY UNAUTHORIZED MODIFICATIONS TO SUCH SOFTWARE OR MACHINE CONTROLS WILL ALSO VOID ALL WARRANTIES OF AIDA (AND OF AIDA'S PARENT AND AFFILIATES) AND WILL ABSOLVE AIDA (AND AIDA'S PARENT AND AFFILIATES) FROM ANY LIABILITIES WITH RESPECT TO AIDA PRODUCTS.

Because Purchaser has made its determination, after consideration of all of the above factors, that Purchaser's particular operations can be safely performed even though one or more of the safety guards, interlocks or safety devices will not be included at the time of sale or will, subsequent to the order and delivery of the Products, be removed, disengaged or overridden during Purchaser's use and/or maintenance of the Products. Purchaser also agrees to the following:

(a) AIDA, AIDA's parent and affiliates are relying upon Purchaser's representations and business judgment concerning the safe operation and maintenance of the Products which Purchaser acquires or utilizes where such "standard" safety guards, interlocks or safety features have not been included at the time of order, sale or delivery, or have been subsequently disengaged, overridden, or removed, by or on behalf of Purchaser.

(b) Purchaser represents that Purchaser has adopted and will utilize other procedures or will have incorporated the use of other safety features, guards and interlocks, which will make the use, operation and maintenance of such Products safe and compliant with all applicable laws, regulations and industry standards.

(c) Purchaser agrees that AIDA, AIDA's parent and affiliates shall not have any responsibility whatsoever to Purchaser or to Purchaser's employees, or to third parties, which may be based upon claims that the Products did not contain sufficient or adequate safety guards, interlocks, warning labels or other safety features and, in this regard, Purchaser agrees to release and indemnify, defend and hold harmless AIDA, AIDA's parent and affiliates and their respective officers, directors and employees, from and against any and all claims which may be asserted against any of them by Purchaser, or by any such employee or third party with regard to the foregoing matters.

(d) Purchaser also agrees to provide AIDA a certificate of insurance evidencing that Purchaser is maintaining in full force and effect product liability insurance, with coverage terms and amounts satisfactory to AIDA and that such insurance will insure AIDA, AIDA's parent and affiliated companies as "named insureds" or "additional insureds," from and against any such claims. Purchaser agrees to maintain such insurance in full force and effect during the entire time that Purchaser owns or operates the Products. Each such insurance policy shall provide that it may not be terminated, cancelled or non-renewed.



except upon thirty (30) days' prior written notice to AIDA and that, in the event of any such termination, cancellation or non-renewal, Purchaser agrees to promptly, and in any event prior to such termination, cancellation or non-renewal, obtain sufficient replacement insurance. To the extent that AIDA considers itself, its parent or affiliates to be insecure by reason of the absence or insufficiency of any such insurance policy, Purchaser hereby authorizes AIDA to procure substitute insurance at Purchaser's expense.

#### 10. INDEMNITY

Purchaser hereby waives, releases and discharges any and all claims of any and every kind (including but not limited to injury or death of any person or damage to property), which it may have at any time against AIDA and covenants to indemnify and hold harmless AIDA, AIDA's parent or affiliates or employees, by reason of or arising out of any claimed improper design, specifications or manufacture of the Products sold or serviced hereunder, or of any claimed inadequate or insufficient safeguards or safety devices.

#### 11. PATENTS

AIDA will defend, protect and save Purchaser harmless from and against damages or expenses claimed by a patent owner with respect to infringement of any patent of the United States arising out of the purchase, sale or use of Products designed and manufactured by AIDA, provided such Products have not been modified subsequent to their delivery by AIDA, and provided further, that Purchaser shall give AIDA prompt notice of any such claim of infringement and complete authority in defending against it. Purchaser shall defend, protect and save AIDA harmless from and against any loss or expense incident to any claimed infringement of any patent of the United States arising out of the manufacture, service, sale or use of: a) of Products or any parts thereof which are manufactured or serviced by AIDA, but which are not designed by AIDA; and b) Products which have been modified subsequent to delivery by AIDA.

#### 12. APPLICABLE LAW/FORUM SELECTION

Purchaser's purchase order and the rights and obligations of AIDA and Purchaser with respect to the sale, performance and service of the Products shall be governed in all respects by the substantive, internal laws of the State of Ohio, without regard to conflicts of laws principles. Any and all claims or disputes asserted by, or on behalf of, Purchaser against AIDA (or against AIDA's parent or affiliates) with respect to the purchase, sale, service, performance or use of the Products (except with respect to the enforcement of AIDA's rights with respect to AIDA's security interest in the Products) shall, at AIDA's option, be submitted to, and resolved, exclusively in a state or federal court located in Montgomery County, Ohio and Purchaser agrees to submit such claims and disputes exclusively to such courts in Ohio and agrees to submit to the personal jurisdiction of such courts. Purchaser agrees that Purchaser shall assert and file (or be thereafter barred from asserting) any and all claims with respect to such claims and disputes within one (1) year after Purchaser's rights with respect to such claim(s) first accrue. Purchaser and AIDA further agree that the United Nations Convention on Contracts for the International Sale of Goods shall not have any application whatsoever to Purchaser's purchase order or any purchase or sale agreement arising out of or based upon Purchaser's purchase order, or any sale or transfer of products covered by Purchaser's purchase order and Purchaser and AIDA hereby elect to opt-out of any possible application of such Convention.

#### 13. SUCCESSORS

These Terms and Conditions, shall inure to the benefit of, and be binding upon, the successors and assigns of Aida and Purchaser.

#### 14. ACCEPTANCE

NO ORDERS FROM OR FOR THE BENEFIT OF PURCHASER SHALL BE VALID AND BINDING UPON AIDA, UNLESS AND UNTIL ACCEPTED BY A WRITTEN ACKNOWLEDGEMENT BY A DULY AUTHORIZED OFFICER OR DEPARTMENT MANAGER OF AIDA, AND SHALL THEN BE SUBJECT TO THESE TERMS AND CONDITIONS.

THESE TERMS AND CONDITIONS SHALL NOT BE VARIED EXCEPT BY A WRITTEN DOCUMENT EXECUTED BY AN OFFICER OR DEPARTMENT MANAGER OF AIDA AND WHICH DOCUMENT EXPRESSLY REFERENCES AN AGREEMENT BY AIDA TO VARY THESE TERMS AND CONDITIONS. IF THE TERMS AND CONDITIONS STATED IN A PURCHASER'S ORDER ARE INCONSISTENT WITH THESE TERMS AND CONDITIONS, OR IF A PURCHASER'S TERMS AND CONDITIONS OR OTHER DOCUMENT(S) FROM PURCHASER SEEK TO CREATE ANY BENEFIT FOR PURCHASER, OR IMPOSE ANY LIABILITY OR OBLIGATION UPON AIDA, AIDA'S PARENT OR AFFILIATE, WHICH IS GREATER OR DIFFERENT THAN THOSE IN AIDA'S TERMS AND CONDITIONS, AIDA'S ACCEPTANCE SHALL CONSTITUTE A COUNTER-OFFER WHICH INCORPORATES THESE TERMS AND CONDITIONS, AND PURCHASER SHALL BE DEEMED TO HAVE ACCEPTED AIDA'S TERMS AND CONDITIONS AS PART OF AIDA'S COUNTER-OFFER, UNLESS PURCHASER NOTIFIES AIDA TO THE CONTRARY IN WRITING WITHIN FIVE (5) DAYS AFTER RECEIVING AIDA'S ACCEPTANCE, IN WHICH EVENT AIDA MAY, BUT SHALL NOT BE REQUIRED TO, REVOKE AIDA'S ACCEPTANCE. AIDA'S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON PURCHASER'S ASSENT TO THESE TERMS AND CONDITIONS, AND ANY ADDITIONAL, CONFLICTING, OR INCONSISTENT TERMS AND CONDITIONS, OTHER THAN THOSE CONTAINED HEREIN, SHALL HAVE NO FORCE OR EFFECT AND SHALL NOT CONSTITUTE ANY PART OF THE AGREEMENT BETWEEN AIDA AND PURCHASER.