



UNIVERSAL
CONTROLS
GROUP



UNIVERSAL TUBE & ROLLFORM
EQUIPMENT COMPANY

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TERMS AND CONDITIONS OF SALE FOR NEW MACHINERY

- 1. APPLICABILITY:** These terms and conditions of sale apply to the purchaser ("Purchaser") when buying goods or services from the seller Universal Controls Group Ltd., or its affiliate Universal Tube & Rollform Equipment Company ("Seller"). Effective January 1, 2022.
- 2. ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS:** The sale of goods and services by the Seller to the Purchaser hereunder is subject to these terms and conditions. This Sales Order hereby expressly limits Purchaser's acceptance to the terms of this Sales Order. Purchaser shall be deemed to have accepted these terms and conditions unless written objection thereto are given by Purchaser to Seller within ten (10) days of Purchaser's receipt of this contract. No modifications of or additions to these terms and conditions shall be effective as against Seller unless specifically agreed to in writing by an authorized representative of Seller.
- 3. ACCEPTANCE OF GOODS:** The furnishing by Seller of goods and services to Purchaser shall constitute acceptance of the goods by Purchaser unless written notice is received by Seller within thirty (30) days of delivery of the goods and services.
- 4. LIMITATION OF WARRANTIES:** Seller warrants that the goods sold and delivered hereunder, which are Seller's manufactured products, will conform in all material respects to the description thereof on the face hereof, and will be free from defects in workmanship for a period of one (1) year from the date of shipment to Purchaser (the "Warranty Period"). The components of Seller's equipment and all pre-engineered products are subject to the warranty, if any, provided by the manufacturer of such components and products.
NO WARRANTIES EXTEND BEYOND THIS WARRANTY. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 5. WARRANTY REMEDIES:** In the event any of the goods furnished under this contract fails during the Warranty Period to comply with the warranty, Purchaser must notify Seller in writing of the nonconformity or defect within thirty (30) days from the date such nonconformity or defect is first discovered. Seller shall not be liable with respect to any goods which have been subjected to misuse, accident or improper installation. Upon warranty replacement the defective parts should be returned to Seller for full credit. NOTE: Warranty void if original contract is not paid in full or any invoices to Purchaser are unpaid beyond 60 days of date on invoice. Warranty to be reinstated once Purchaser's balance is up to date.
- 6. LIMITATIONS OF LIABILITY:**
IN NO EVENT SHALL SELLER BE LIABLE FOR PURCHASER'S ANTICIPATED OR LOST PROFITS OR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR CONTINGENT DAMAGES OF ANY KIND WHETHER ARISING IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH ANTICIPATED OR LOST PROFITS OR DAMAGES IN ADVANCE. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE ACTUAL PRICE PAID TO SELLER FOR THE NONCONFORMING OR DEFECTIVE GOOD. THIS LIMITATION OF LIABILITY MAY NOT BE ALTERED EXCEPT BY AGREEMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER.
- 7. PRICES AND TAXES:** All prices quoted are valid for forty five (45) days. Prices specified do not include sales, excise, use, value-added, stamp, property or other taxes payable on account of this transaction. Purchaser will be required to provide Seller with an exemption certificate. In any event, Purchaser shall pay, or reimburse Seller if Seller is required to pay, any and all federal, state, municipal and other taxes or charges imposed upon this transaction. A CHECK-OUT FEE OF 3% WILL BE CHARGED ON ALL INVOICES. IT WILL BE WAIVED IF PAID BY CASH, COMPANY CHECK OR WIRE TRANSFER. If machinery is not paid in full within the terms of contract or within one year, the Invoice will be voided and a 25% restocking fee will apply.
- 8. DEALER NOTICE:** All new machines quoted to a dealer are not automatically inclusive of the MDNA Dealer Discount. Please ask your sales associate if a discount or commission will be incorporated into the sale price. We do our best to acknowledge & compensate for a dealers contribution when they bring in a customer and are instrumental in finalizing the sale.
- 9. DELIVERY AND PACKAGING OF GOODS:** Unless specifically agreed otherwise, delivery shall be made F.O.B. Seller's facility and the goods shall become the property of Purchaser upon delivery to the carrier. Transportation costs are the responsibility of the Purchaser. Seller will package and prepare the goods for shipment in accordance with Seller's normal procedures. If Purchaser requests or requires any additional packaging, Purchaser shall pay the cost. Should shipping delays exceed invoiced terms or more than 1 year, whichever comes first, additional fees will be required for rigging and offsite storage if deemed necessary by Seller. Purchaser may be required to pay for storage due to Purchaser's delays in shipping.
- 10. RISK OF LOSS / INSURANCE:** Purchaser shall assume all risk and liability for loss, damage or destruction upon delivery of the goods to the carrier. At its own expense, Purchaser agrees to purchase and maintain in full force and effect adequate insurance covering all risk of loss to the goods, payable to Seller as its interest may appear, for the period which ends upon the payment in full of the purchase price of the goods. In the event that Purchaser ships to Seller any goods, equipment, or other materials to be incorporated into goods being manufactured, Purchaser must provide and maintain insurance coverage for such goods and materials, and Seller shall assume no risk of loss for such goods and materials.

11. **MACHINE SAFETY**: SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SAFETY OF A MACHINE. IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER TO PROPERLY SAFEGUARD ALL MACHINERY PURCHASED FROM SELLER, TO MEET YOUR LOCAL, STATE OR FEDERAL SAFETY CODES AS WELL AS PROVIDING PROPER EMPLOYEE TRAINING PRIOR TO OPERATING THE MACHINES. ALSO, CHECK WITH THE ORIGINAL MANUFACTURER PERTAINING TO THIS MACHINE AND FOLLOW ANY INSTRUCTIONS, OR WARNINGS, OR RECOMMENDATIONS AVAILABLE FROM THEM.
12. **FORCE MAJEURE**: Seller shall not be liable for any delay or failure to deliver any goods due to any cause including, but not limited to, fires, floods, strikes or other labor disputes, acts of sabotage, breakdowns or failure of plant machinery or equipment, delays in or lack of transportation, governmental priorities or allocations, delays of suppliers, acts of God or unusually severe weather, civil disorders or any other cause beyond the control of Seller.
13. **SECURITY INTEREST AND APPLICABLE LAW**: Seller retains, until final payment is received, a security interest in the goods, all additions and accessions thereto and all proceeds thereof, and Seller shall have with respect thereto all of the rights of a secured party under the Uniform Commercial Code. This contract shall be deemed to have been entered into and shall be construed according to the Uniform Commercial Code as adopted in the State of Ohio. All terms which are defined in such code shall have the same meaning herein.
14. **CHANGES BY PURCHASER**: Purchaser may, by written order, propose changes to equipment and services manufactured or remanufactured for Purchaser. Any changes proposed by Purchaser must be agreed upon and approved in writing by an authorized representative of Seller.
15. **SEVERABILITY**: All provisions of this contract are separate and severable. If any such provisions are held invalid, void or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of other provisions hereof.
SELLER AND PURCHASER EXPRESSLY UNDERSTAND AND AGREE THAT EACH AND EVERY PROVISION OF THIS CONTRACT WHICH PROVIDES FOR A LIMITATION OF WARRANTIES, LIMITATIONS OF WARRANTY REMEDIES OR LIMITATIONS OF LIABILITY IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF OTHER PROVISIONS AND TO BE ENFORCED AS SUCH.
16. **WAIVER**: No waiver by Seller of any breach of any term, condition or provision hereunder shall be effective unless in writing and signed by an authorized representative of Seller, and even then such waiver shall not constitute a waiver of any other breach of such term, condition or provision or of any other breach of this contract or future orders.
17. **BINDING EFFECT**: This contract shall be binding upon and insure to the benefit of Seller and Purchaser and their respective successors and assigns. However, Purchaser shall not assign any of its rights nor delegate any of its obligations under this contract without Seller's prior written consent.
18. **SUBCONTRACTORS**: Seller reserves the right to utilize subcontractors, which subcontractors Seller shall select in its sole discretion, for any part or portion of the design and/or manufacture of the goods to be supplied hereunder.
19. **PURCHASER'S INDEMNIFICATION**: In the event that Purchaser disconnects, disassembles, or otherwise disables or refrains from using any of the guards, warning signs, and other safety devices and procedures provided with or which are a part of the goods to be provided hereunder, or otherwise changes the condition of the goods from the condition of the goods as manufactured by Seller, this shall constitute a substantial change in the goods. As a result of such substantial change, without agreement in writing by Seller, Purchaser shall indemnify, defend, and hold harmless Seller from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including but not limited to, interest, penalties, and attorneys' fees and expenses, related to or arising from the use of such substantially-changed goods.

TERMS AND CONDITIONS OF SALE FOR USED MACHINERY

1. **DISCLAIMERS**: ALL EQUIPMENT IS SOLD "AS IS-WHERE IS" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL EQUIPMENT SOLD IS USED. Purchaser affirms that it has not relied upon Seller's skill or judgment to select or furnish goods for any particular use or purpose. SELLER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE OR RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND A RECOVERY AGAINST SELLER, IF ANY, SHALL NOT EXCEED THE PURCHASE PRICE HEREUNDER AND BE PAID AFTER PURCHASER RETURNS THE GOODS, WITH THE COST OF SHIPPING PAID BY PURCHASER, TO SELLER IN THE SAME CONDITION AS WHEN SHIPPED.

The components of Seller's equipment and/or all new and pre-engineered products are subject to the warranty, if any, provided by the manufacturer of such components and products.

All equipment sold is listed on the attached invoice. Accessory or electrical equipment, tools, dies, etc., are not included unless specifically listed herein and, given the difficulties and inconvenience in attempting to establish the loss, any claim for damages by Purchaser for failure to deliver such items shall not exceed the lesser of \$1,000.00 or .01% of the agreed upon purchase price.

2. ***USED WELDERS**: Purchaser may request testing of all used welders upon purchasing. Seller may need to charge an additional amount for testing. All testing will be performed at our facility under low power. We are not responsible for the welder once it has been loaded onto a truck. We do NOT guarantee performance of any used welder even when tested at our facility. Special care should be taken in the handling of welders so as to not damage the components during transport to and within your facility.

3. **PURCHASER ASSUMPTION OF RISK AND INDEMNIFICATION OF SELLER:** Purchaser assumes all risk and liability for loss, damage and/or injury to persons or property of Purchaser or others arising out of the use or possession of any goods sold hereunder, and agrees to forever indemnify and hold Seller harmless from any and all costs, expenses and/or damages resulting thereby. Purchaser hereby waives, releases, and discharges any and all claims (with the exception of claims for breach of this agreement) 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 Seller, its agents or employees, by reason of or arising out of any condition or defect of the goods sold hereunder, including but not limited to any claims of negligence of Seller, improper design, specifications, or manufacturing defect of goods sold hereunder. Purchaser further covenants to indemnify and hold harmless Seller, its agents and employees of, from, and against any and all loss, damage, expense, claims, suits, costs of defense, including attorney's fees or liability which Seller or any of its employees may sustain or incur at any time for or by reason of any injury to or death of any person or persons or damage to any property, arising out of any condition or defect of the goods sold hereunder, including but not limited to claimed improper design or manufacturing defect or other defect of the goods sold hereunder, or any claimed inadequate or insufficient safeguards or safety devices, or warning.
4. **ENTIRE AGREEMENT:** This document, and any additional documents referenced on this agreement, represent the entire agreement of the parties. All prior or contemporaneous agreements, representations and understandings with respect to this purchase of equipment sold hereunder are merged herein. This agreement may only be amended or modified by a writing signed by all parties.
5. **RISK OF LOSS:** Risk of loss shall pass to Purchaser at time of delivery of the goods to the carrier.
6. **SHIPMENT:** Shipping dates are approximate. Unless otherwise stated, all equipment is sold FOB Seller's Warehouse, and mode of shipment shall be at Seller's discretion and judgment. Seller shall not be liable for any loss, injury, damages, or expenses resulting from any delay in shipment and/or delivery from any cause whatsoever. Should shipping delays exceed invoiced terms or more than 1 year, whichever comes first, additional fees will be required for rigging and offsite storage if deemed necessary by Seller.
7. **SPECIFICATIONS:** Seller makes no representations or warranties as to the accuracy of specifications. Purchaser agrees to independently verify all original equipment/previous user specifications. Seller reserves the right to re-rate any machine sold.
8. **MACHINE SAFETY:** SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SAFETY OF A MACHINE. WE DO NOT INCLUDE ANY SAFETY DEVICES SUCH AS GUARDING, LIGHT CURTAINS, EXTERNAL EMERGENCY STOPS OR ANY ENERGY STOPPING DEVICES. IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER TO PROPERLY SAFEGUARD ALL MACHINERY PURCHASED FROM SELLER, TO MEET YOUR LOCAL, STATE OR FEDERAL SAFETY CODES AS WELL AS PROVIDING PROPER EMPLOYEE TRAINING PRIOR TO OPERATING THE MACHINES. ALSO, CHECK WITH THE ORIGINAL MANUFACTURER PERTAINING TO THIS MACHINE AND FOLLOW ANY INSTRUCTIONS, OR WARNINGS, OR RECOMMENDATIONS AVAILABLE FROM THEM.
9. **GOVERNMENTAL CHARGES:** Purchaser shall be liable for all applicable sales and personal property taxes and import or export duties, both foreign and domestic, and acknowledges that same have not been included within any amount paid to Seller.
10. **TERMS:** Payment is due in full prior to shipping at Seller's place of business in Perrysburg, Ohio payable in United States dollars. It is understood this is an Invoice and acceptance of this Invoice shall constitute a contract between the parties. It is further understood there are no conditions or agreements outside of this Invoice. Care is taken to give a reliable description but these are not guaranteed, and prospective purchasers are advised to check vital details. We reserve the right to correct stenographic errors. A CHECK-OUT FEE OF 3% WILL BE CHARGED ON ALL INVOICES. IT WILL BE WAIVED IF PAID BY CASH, COMPANY CHECK OR WIRE TRANSFER. If machinery is not paid in full within the terms of contract or within one year, the Invoice will be voided and a 25% restocking fee will apply.
11. **LIMITATIONS PERIOD:** An action for breach of this contract cannot be brought more than one year after the accrual of the cause of action.
12. **GOVERNING LAW:** This contract shall be construed under the laws of the State of Ohio. All terms used herein shall be given the meanings as used in the Uniform Commercial Code, and the rights of the parties shall be in accordance with said Code, except where this contract expressly provides to the contrary.
13. **VENUE:** The parties (a) irrevocably submit to the jurisdiction of any Ohio or federal court sitting in Wood County, Ohio, in any action arising out of this agreement, (b) agree that all claims in any action may be decided in either court, and (c) waive, to the fullest extent that they may effectively do so, the defense of an inconvenient forum. The parties also agree that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit of the judgment or in any other manner provided by law.

TERMS AND CONDITIONS OF SALE FOR SERVICE & START-UPS

1. **ENGINEERING, MECHANICAL AND TECHNICAL SERVICE INCLUDING FIELD SERVICE AND AFTER HOURS TELEPHONE SUPPORT:** Installation and startup services can be provided for an additional time and materials (T&M) charge. The rates listed below are current standard rates and are subject to change. All requests for service must be accompanied by a purchase order. *Emergency Service trips may be charged at higher rates.*

Domestic Engineering Field Service: \$175.00/HR (After hours travel time @ 100.00/HR), In House Engineering Service @ \$110.00/HR
Domestic Lead Mech/Tech Field Service: \$125.00/HR (After hours travel time @ 75.00/HR), In House Lead Mech/Tech Service @ \$95.00/HR
Domestic General Field Services: \$75.00/HR (After hours travel time @ 65.00/HR), In House General Mech/Tech Service @ \$65.00/HR

Rates are based on an 8 hour day Monday through Friday between 7:00 AM and 6:00 PM.
Overtime and weekends will be billed at 1 ½ times the normal rate. All living and travel expenses to be billed at cost + 5%.
All after hours technical support phone calls will be billed at a flat fee of 300.00 for the 1st hour and 125.00 per hour after the 1st hour.