



EMI TERMS AND CONDITIONS OF SALE

Acceptance: Sales by EMI Corp and its subsidiaries and divisions ("EMI") are expressly limited to these Terms and Conditions. All orders are subject to approval by EMI. Any purchase order, acknowledgement or other communication submitted by the Buyer which contains additional or contrary terms and conditions of sale are rejected.

Prices: Quoted prices are effective for 30 days from date of quotation; thereafter, prices are subject to change without notice. Prices listed in EMI's catalogs are current at time of publication and are subject to change without notice. Unless otherwise indicated, quantity discounts are offered only for like units ordered at the same time, on a single purchase order, for shipment per our standard delivery schedule. Any local, state or federal tax levied on the sale will be added to the purchase price and paid by the Buyer. Any portion of the price not paid when due will bear interest from the due date at the rate of 12% per annum or at the next lowest annual percentage rate as is permissible under any applicable usury law.

Terms: All orders are subject to credit approval by EMI.

For orders [and multiple purchase orders constituting a project] less than \$20,000: Net 30 Days.

For orders [and multiple purchase orders constituting a project] over \$20,000: 30% down with order, 70% net 30 days.

Cancellation: Orders may not be cancelled without EMI's prior written consent.

Shipment Schedule: All shipping dates are approximate. Shipment shown is based on available inventory, and engineering and production schedules at time of quotation. A better estimate of lead-times will be given at time of order placement. EMI will not be liable for any damage, loss of profit, or expenses arising out of delays in shipment or other nonperformance of this transaction caused by or imposed by (a) strikes, fires, disasters, riots, acts of God, (b) acts of Buyer, (c) shortages of labor, fuel, power, materials, supplies, transportation or manufacturing facilities, (d) government action, (e) subcontractor delay or (f) any other cause or condition beyond EMI's reasonable control. Additionally, EMI assumes NO responsibility for delivery performance, cost surcharges, or other fees imposed by a carrier, whether selected by Buyer or EMI.

Shipment: Shipment of products is ExW (ex-works), EMI facility, Jackson Center OH, or EMI facility, Wickliffe, OH. Packages weighing less than 75lbs. are shipped via small parcel service, pre-paid via EMI carrier of choice and added to the invoice unless otherwise specified. Shipments weighing over 75lbs., or oversized, are shipped Freight Collect via truck (common carrier) unless otherwise specified and agreed to by EMI. All shipments will be insured at the buyer's cost for the full value of the shipment unless buyer expressly waives insurance coverage in writing prior to shipment. All claims of shortages, defects or rejections must be made by the Buyer in writing within 15 days after receipt of the shipment. Claims of damage must be made to the carrier in accordance with its procedures.

Notes:

- (1) Shipments more than 75lbs. or shipments that are oversized are generally fully crated and/or skid mounted - dependent upon size and quantity.
- (2) In cases of skid or crate shipments, Buyer should specify a freight carrier with whom Buyer has an established account. Failure to specify a carrier can result in shipment delays or require payment to freight company before equipment can be unloaded at Buyer's dock.
- (3) EMI assumes no responsibility for shipments delayed or those received "Driver Collect" due to a trucking company not being specified by Buyer.



(4) Truck shipments shipped Freight Prepaid and charged back will be invoiced to Buyer on a separate Freight Invoice plus a 10% handling fee with terms of net 15 days.

Delivery Loss and Damage Claims:

All claims must be made within 10 days of delivery. Claims must be filed with the freight carrier and must be initiated by the party who is responsible for payment of freight—EMI for Prepaid terms, the Buyer for Collect or Receiver terms. EMI will attempt to assist in the resolution of freight claims but shall not assume responsibility for Collect/Receiver initiated claims. Freight carriers may require shipping charges to be paid before issuing a credit on a claim and does not relieve the responsible party for payment of freight charges.

Proof of delivery requests must be received within 90 calendar days of shipment. After 90 days of shipment, the Buyer waives its right to dispute delivery of goods and agrees not to withhold payment against alleged non-delivery.

Export Control: Buyer acknowledges that EMI's products are subject to U.S. export controls and economic sanctions laws and regulations. Buyer agrees not to export, re-export, or retransfer EMI's products to any entity subject to US sanctions, embargoes, or trade restrictions, and to comply with all applicable U.S. export controls and economic sanctions laws and regulations regarding EMI products.

Export Shipment:

Buyer is responsible for the payment of all international shipping costs and taxes and duties including but not limited to: VAT, tariff, duty, taxes, customs clearance charges, freight forwarder fees and warehousing charges, and other charges related to international shipments. EMI is not responsible for delays due to freight transport, customs clearance, import/export holds, freight forwarder delays, or the Buyer not providing EMI necessary information for export documentation.

An Automated Export System (AES) filing is required for most exports exceeding \$2,500. An AES filing is often submitted by the U.S. Principal Party in Interest (USPPI), which is typically EMI. It can also be submitted by an authorized agent of the USPPI, such as a freight forwarder. If EMI authorizes the Buyer's freight forwarder or agent to file on behalf of EMI, EMI must receive a full copy of the AES filing submitted by the freight forwarder within three business days of receipt by the freight forwarder. If EMI does not receive a copy of the filing within three business days of shipment, EMI reserves the right to not authorize future power of attorney documentation to file the AES on behalf of EMI and to withhold further shipments pending EMI being provided all information necessary for AES filing.

Installation: Unless otherwise indicated, Buyer is solely responsible for safe installation of the equipment. In all cases, Buyer remains responsible for proper maintenance and guarding in accordance with applicable OSHA, federal, state, local, and other applicable regulations. SERIOUS BODILY INJURY OR PROPERTY DAMAGE MAY RESULT FROM IMPROPER USE, GUARDING, OR MAINTENANCE OF EMI PRODUCTS OR PRODUCTS RESOLD BY EMI.

Limited Warranty:

Conveyor Products: Conveyors (other than belting), motors, gear reducers and other drive components are guaranteed for three years from the date of shipment to be free from defects in material and workmanship when maintained in accordance with EMI manuals and operated under the conditions for which they were designed. Belting is guaranteed for 90 days under the same conditions.

EOAT Products: EMI, Gimatic, and Senvex EOAT products are guaranteed for 1 year from the date of shipment to be free from defects in material and workmanship when maintained in accordance with their respective



product manuals and operated under the conditions for which they were designed. Wear items such as, but not limited to; vacuum cups, nipper blades, air hand expanders and inflators are not warranted.

Injection Molding Supplies: EMI manufactured accessory products for injection machines are guaranteed for 1 year from the date of shipment to be free from defects in material and workmanship when maintained in accordance with their respective product manuals and operated under the conditions for which they were designed. Wear and consumable items such as, but not limited to; non-return valves, nozzles, gate cutters, mold spray, oil sorbent, oil filters, etc. are not warranted.

Third party equipment or components are not warranted except where specified, but any third party warranties are, to the extent permitted, passed through to the Buyer. Damage, due to abuse, accident, misuse, modification, improper installation or maintenance, or improper electrical or mechanical applications are not covered by the Limited Warranty.

Furthermore, this Limited Warranty shall be void and of no effect whatsoever in the event the equipment is not used in accordance with and/or for the purpose provided, or if damages by reason of abnormal weather conditions, acts of God, falling objects, explosions, fire, riots, civil commotion, external forces, faulty or inadequate installation, acts of war, radiation, harmful fumes or foreign substances in the atmosphere, floods or use in structures not in accordance with accepted engineering standards.

Any claim for breach of the Limited Warranty must be made and presented to EMI in writing within a period of thirty (30) days following the discovery of the alleged defect, failing which the foregoing Limited Warranty shall be void and of no effect whatsoever. Alleged defective products shall be returned to EMI for inspection. Buyer must receive written authorization from EMI before returning any products and Buyer shall ship the products to EMI freight pre-paid at Buyer's expense. Authorization to return products is for purposes of inspection and shall not constitute acceptance of a product defect. Returned products must be suitably crated or packaged by the Buyer to prevent damage. EMI will inspect the returned products for defect. If inspection reveals a defect, Buyer's sole recourse for breach of warranty is the repair or replacement of defective products or the return of purchase price, at EMI's sole discretion. Repaired or replaced products are returned to the Buyer at no charge. If inspection reveals no defect, EMI will return the product to the Buyer at the Buyer's expense.

EMI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR THE USE OF THE EQUIPMENT OR THE PERFORMANCE OF THE EQUIPMENT. EMI SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EMI NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT, ANY WARRANTY NOT SPECIFICALLY PROVIDED HEREIN.

Limitation of Liability: EMI's liability under this transaction will not exceed the purchase price. **EMI IS NOT LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING DIRECTLY OR INDIRECTLY TO THIS TRANSACTION OR AS A RESULT OF THE SALE OF PRODUCTS OR EQUIPMENT, A BREACH OF THE WARRANTY PROVIDED HEREIN OR ANY USE OR MISUSE OF THE PRODUCTS OR EQUIPMENT.**

Indemnification: Buyer agrees to indemnify and hold EMI harmless and defend EMI from and against all liability and expense based upon bodily injury, property damage or economic loss, arising, directly or indirectly, from the production, sale, re-sale, transportation, storage or the use of products sold by the Buyer, except as caused by the sole negligence of EMI.

Returns: There are no re-stocking charges if the product is a normally stocked item returned in the same condition and with original packaging as it was shipped from EMI. Built to order, customized, and non-standard



EMI products may be returned, and are subject to a re-stocking charge. Altered EMI products changed by the Buyer may or may not qualify for return. If return is approved, there may be a re-working or re-stocking charge. A material return number (RMA#) must be obtained before any returned items will be accepted by EMI. All returns must be freight pre-paid, and suitably crated by the Buyer to prevent damage.

Law: This transaction is governed and construed in accordance with the laws of the State of Ohio (exclusive of any conflict of laws provision) and the Buyer consents and submits to the jurisdiction of any state court located in Shelby County, Ohio. If any provision of these Terms and Conditions is deemed to be held invalid, illegal, unenforceable, or inoperative, the balance of these Terms and Conditions will remain in full force and effect as if such revision had not been included.

(rev. 5/13/2019)