

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

## TERMS AND CONDITIONS

THE TERMS AND CONDITIONS (ON THE FACE SIDE OF THIS FORM), AND THOSE LISTED BELOW CONSTITUTE THE ENTIRE AGREEMENT BETWEEN BEST AND DONOVAN AND BUYER. NO OTHER TERMS AND CONDITIONS SHALL HAVE ANY EFFECT UNLESS SPECIFICALLY PROVIDED IN A SEPARATE WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED OFFICER OF BEST AND DONOVAN. BUYER WILL BE DEEMED TO HAVE ASSENTED TO ALL SUCH TERMS AND CONDITIONS BY ACCEPTING ANY PART OR PORTION OF THE PRODUCTS ORDERED (AND DESCRIBED ON THE FACE OF THIS FORM). ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED IN BUYER'S ORDER OR OTHER WRITING SHALL BE DEEMED TO BE OBJECTED TO BY BEST AND DONOVAN (HEREAFTER CALLED THE SELLER) AND SHALL HAVE NO EFFECT.

**WARRANTY:** The Seller warrants that the products to Buyer shall be of kind designated or specified in Buyer's order: provided, however, that any claim under this warranty shall be void and waived by Buyer unless written notice of such non-conformity is received by Seller within five (5) days of receipt by Buyer. Seller also warrant its products (other than replacement parts) against defects in material or workmanship for a period of six (6) months from the date of original shipment by Seller; provided, however, that this warranty does not cover defects, damages or deterioration due to normal use, wear and tear, or exposure, is available only to the original Buyer and covers only such of Seller's products as have not been altered or modified in any respect not approved in writing by Seller, or irregularly used, operated or maintained. Seller's exclusive liability and Buyer's exclusive remedy under this warranty shall be limited to (at Seller's option) repair or replacement F.O.B. at Seller's plant of such defective products, or refunding of the purchase price to Buyer, upon proof of defect satisfactory to Seller. Seller shall have no further liability under any circumstances for damages of any kind to Buyer or Buyers employees, agents, invitees, or other third parties, including but not limited to personal injuries and property damage resulting from use or handling of Seller's product. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

**SPECIAL DAMAGES:** In no event shall Seller be liable for any incidental, consequential or special damages arising from any breach of these terms and conditions.

**RETURNS:** No goods may be returned without Seller's prior written permission. Seller assumes no responsibility for return shipments made without such permission. In issuing any credit for such shipments, Seller reserves the right to deduct a minimum handling charge of 10%.

**SHIPMENT AND DELIVERY:** Shipment dates are only based on the Seller's best estimates. The Seller will exercise his best efforts to ship on schedule, but shall not be liable to Buyer or others for any damage or loss caused by any delay in delivery beyond the reasonable control of Seller, including but not limited to delay caused by strikes, floods, fires, accidents, inability to obtain sufficient materials or products from suppliers, inability to obtain sufficient labor, or any legislative, administrative or executive law, order, or requisition of the Federal Government or any State or Municipal Government or any subdivision, department or office thereof. The responsibility for goods lost or damaged in transit rests with the carrier.

**GOVERNMENTAL REPURCHASE ORDER:** In the event the products sold hereunder are the direct subject of a governmental order to repurchase said products, due to a defect or failure to comply with a governmental product standard or otherwise, Seller's sole responsibility and liability to Buyer will be the replacement and/or adjustment of the price as provided in the Warranty provisions hereof.

**CANCELLATIONS:** The Buyer may cancel its order only upon the written consent of the Seller, but the Seller is then entitled to reasonable cancellation charges including but not limited to labor expended, materials obtained or expended, and reasonable overhead expenses related to Buyer's order. Seller's allocation of its costs to such cancellation charge shall be conclusive.

**PRICES:** All prices unless otherwise noted F.O.B. Seller's plant, Cincinnati, Ohio, and do not include any applicable Federal, State or Local Sales Tax, Excise Tax or other charges unless specifically indicated otherwise.

**PAYMENTS, FINANCIAL CONDITION OF BUYER:** Remittances should be made to Best and Donovan, 5570 Creek Road, Cincinnati, Ohio 45242. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. In case of non-payment when due regarding any such shipment, or if the financial condition or credit of the Buyer at any time shall, in the good faith judgement of Seller, not warrant shipment or further shipment of products ordered, the Seller may, at its option and without liability to Buyer, require full payment prior to shipment or refuse to ship and terminate any order outstanding. Seller reserves the right to charge Buyer a 1-1/2% per month service charge to cover its additional expenses for late payment.

**CONTROLLING LAW:** These terms and conditions shall be construed and interpreted under Ohio law and any limitations on the liability of the Seller pursuant to such law shall be fully effective against Buyer and its employees, agents, invitees and others related to Buyer.

**MODIFICATION OR ADDITION OF TERMS AND CONDITIONS:** This acknowledgement contains the entire agreement between the Seller and the Buyer and no representation, promise, condition or other understanding shall be binding upon Seller unless reduced to writing and signed by and authorized officer of the Seller. No modification of, addition to, or waiver of any of the terms and conditions stated herein shall be binding upon the Seller, except by the written consent of any authorized officer of the Seller.