



## STANDARD TERMS AND CONDITIONS

### Automated Machinery Inc.

**Notice** - Any notices required to be given under this agreement shall be delivered to Automated Machinery, Inc. at 2002 Ford Circle, Suite G, Milford, Ohio 45150, and all controversies shall be settled by arbitration in the City of Cincinnati in accordance with the arbitration rules then pertaining to the American Arbitration Association.

**Terms of Payment** - Unless otherwise stated in writing, Automated Machinery Inc. Terms of Payment are for the full amount to be received within thirty (30) days from the date of the invoice.

At the discretion of Automated Machinery, Inc., interest may be charged on overdue accounts at the maximum legal rate permitted.

**Delivery** - All shipping schedules will be computed from the date a firm written purchase order is received and accepted by Automated Machinery, Inc. Automated Machinery, Inc. will not be liable for any delays beyond their control.

**Design & Documentation** - Services and parts provided by Automated Machinery, Inc. are in accordance with plans, drawings and other documentation from the original machine builder and supplied to Automated Machinery Inc. by the customer, and as such, Automated Machinery Inc. cannot be held liable for incomplete or inaccurate documentation.

**Responsible Party** - Automated Machinery Inc. is responsible for those services and goods that are purchased directly from them, subsequently delivered and paid for within the terms stated herein. This responsibility does not extend to repairs completed by the customer or a third party. Nor does Automated Machinery Inc.'s responsibility extend to failures resulting from defective parts not provided by them.

**Technical Support** - The advice of the technical staff of Automated Machinery, Inc. is available to the customer, but Automated Machinery Inc., not controlling the subsequent repairs, tests or adjustments, does not warrant or accept responsibility whatsoever for work carried out by customer personnel or a third party.

**Safety** - Responsibility for machine safety remains with the owner of the equipment however; Automated Machinery Inc. field service personnel will notify the customer of any safety discrepancies with standard OEM safety interlocks and devices, which are observed on the equipment being serviced.

**F.O.B. Ship Point** - Prices for parts, products and tooling are F.O.B. ship point, and shipments are at customer risk with optional insurance available for additional charge. Choice of Shipper is at the discretion of Automated Machinery Inc. unless otherwise agreed.

**Taxes** - Prices do not include taxes. Sales, excise or other forms of use tax are the sole responsibility of the purchaser, and will be added to the billed price from Automated Machinery Inc. unless current tax exempt documentation is on file prior to shipment.

**Quoted Price & Delivery** - Quotations must be in writing. All quoted delivery and pricing will be held firm for thirty (30) days, subject to prior sale.

**Confidentiality** - All communication, designs, quotes, drawings, specifications, and information or other documentation provided by either party shall be treated as proprietary and confidential. Neither party shall distribute or disclose this information without the written consent of the other party.



**Intellectual Property** - Designs, software, firmware and processes developed by Automated Machinery Inc. is considered intellectual property and, without the express written permission of Automated Machinery Inc., cannot be used for any other purpose outside the definitions of the sales contract for which it was developed

**Order Cancellation Policy** - Firm orders for services, parts or products must be canceled in writing and may be subject to cancellation charges that will indemnify Automated Machinery Inc. against loss.

**Deviation from Standard Terms & Conditions** - The terms & conditions contained herein, and those included in Automated Machinery Inc. proposals and specifications, shall constitute the complete agreement between the parties. No clause contrary to these terms & conditions shall be considered unless Automated Machinery Inc specifically accepts it in writing.

**Warranty:**

- Parts Warranty –
  - Parts supplied by Automated Machinery, Inc., which are not installed by Automated Machinery, Inc. personnel, shall not be covered by warranty unless specified in writing on the quotation and/or shipping documents.
  - Parts, which are covered by warranty, will, at the option of Automated Machinery, Inc., be replaced or repaired, if failure, within the specified warranty period, occurs and is due to defects in material or workmanship.
  - The obligation of Automated Machinery Inc. with respect to warranty parts shall be limited to replacement or repair F.O.B. ship point, and unless otherwise specified, Automated Machinery, Inc. will not be liable for transportation, installation, adjustment or other expenses.
- Service Warranty - Automated Machinery Inc. guarantees that service work and repairs will be completed in a professional manner and that their technicians will at all times follow universally accepted maintenance & repair techniques. Failures that occur within 90-days of completing repairs or service, which are the result of improper methods or work standards followed by the Automated Machinery Inc. service technician, will be corrected at the direction and expense of Automated Machinery Inc.
- Automated Machinery Inc. shall not be responsible for any failures that are the result of machine wrecks, misuse or improper operation of the equipment, or for failures resulting from operating the equipment outside the parameters for which it was designed.
- The obligation of Automated Machinery Inc. with respect to Warranties shall be limited to the applicable remedies, and in no event shall Automated Machinery, Inc. be liable for any loss or damage directly or indirectly, arising from the use of equipment, or for consequential damages to the equipment.
- This Statement of Warranty is expressly made in lieu of any and all other warranties express or implied including warranties of merchantability and fitness.