

TERMS AND CONDITIONS OF SALES – WEB SALES

The following are the terms and conditions (“Terms and Conditions”) for the sale of products (“Products”) by General Kinematics Corporation (“GKC”) to GKC’s customers (“Customers”). Please read this agreement carefully. By placing an order for products from the company, or by accepting delivery of the products described on the applicable packing slip, bill of lading and/or invoice received with the products, you agree to be bound by and accept these terms and conditions of sale.

1. **ACCEPTANCE AND CANCELLATION OF ORDERS.** All orders are subject to acceptance by GKC. Orders accepted and processed by GKC may not be cancelled by Customer except as covered by the Limited Warranty, all sales are final. Customer requests to reschedule are subject to acceptance by GKC in its sole discretion.

2. **PRICES.** Orders are billed at the prices (in U.S. dollars) in effect at the time of the order. Prices shown on the website are subject to change without notice. Prices are exclusive of taxes, impositions and other charges, including sales, use, excise, value added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent’s and broker’s fees, bank fees, consular fees, document fees and import duties.

3. **TERMS OF PAYMENT.** All payments must be in U.S. dollars, or will be converted to U.S. dollars using the available exchange rate at the time of purchase. Credit cards accepted are MasterCard, Visa and American Express. Secure payments are sponsored by Moneris through Authorize.net. All orders must be paid for through the payment service made available by GKC. In order to submit orders, you must supply details of your preferred payment method, billing and shipping address and/or any other details necessary to complete the order. If, for whatever reason, collection through the payment service should fail, GKC will invoice Customer by post for the amount payable, which must be paid upon receipt of invoice.

4. **TAXES.** Customer is responsible for any local sales taxes, other taxes and government levies, if any, associated with the order.

5. **DELIVERY AND TITLE.** Shipping or freight charges and insurance will be paid by Customer and shall be fully prepaid and added to the invoice. Shipments will be made via United Parcel Service (UPS). Subject to GKC’s right of stoppage in transit, delivery of the Products to the carrier will constitute delivery to Customer and title and risk of loss will pass to Customer. GKC will make reasonable efforts to initiate shipment and schedule delivery as close as possible to Customer’s requested delivery date(s). Customer acknowledges that delivery dates provided by GKC are estimates only and that GKC will not be liable for failure to deliver on such dates. Any alternate selection of the carrier and delivery route will be made by GKC unless specifically designated by the Customer. Customer will be contacted to authorize partial shipments in the event that full quantities are not available.

6. **LIMITED WARRANTY.** GKC warrants each component of its manufacture to be free from defects in material and workmanship. GKC’s obligation under the warranty is limited to servicing or adjusting any mechanical component returned to our factory for that purpose, and to making good at our factory any part or parts thereof. This warranty period is limited to one year from date of shipment to the original purchaser, and to the equipment which is returned to us with transportation charges prepaid and which, upon GKC’s examination, shall disclose to its satisfaction to have been defective. This warranty does not cover wear from normal usage, misuse or abuse nor subsequent damage after shipment. GKC reserves the right to make changes in design at any time without incurring any obligation to install such changes on units previously sold by GKC. This constitutes the only warranty extended by GKC with respect to any mechanical goods or equipment, and is in lieu of any other obligations or liabilities on GKC’s part in connection with the sale of its equipment.

7. **LIMITATION OF LIABILITIES.** In no event shall GKC be liable for any special, incidental or consequential damages of any nature including, but not limited to, damages resulting from loss of profit or revenue, recall costs, claims for service interruptions or failure to supply downtime, testing, installations or removal costs, costs of substitute products, property damage, personal injury, death or legal expenses. Customer’s recovery from GKC for any claim shall not exceed the purchase price paid by Customer for the goods, irrespective of the nature of the claim, whether in warrant, contract or otherwise. CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD GKC HARMLESS FROM ANY CLAIMS brought by any party regarding products supplied by GKC and incorporated into the Customer’s product.

8. **STATEMENTS AND ADVICE.** If statements or advice, technical or otherwise, are offered or given to Customer, such statements or advice will be deemed to be given as an accommodation and without charge and GKC shall have no responsibility or liability for the content or use of such statements or advice.

9. **EXPORT CONTROL.** Products purchased or received under these Terms and Conditions are subject to export control laws, restrictions, regulations and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any product to any prohibited or embargoed country.

10. **GENERAL.** These Terms and Conditions may not be modified or cancelled without GKC’s written agreement. Accordingly, goods furnished by GKC are sold only under the terms and conditions herein. These Terms and Conditions will be governed by and construed in accordance with the

laws of the State of Illinois and the applicable laws of the United States of America. If Customer chooses to access the GKC website from outside the United States, Customer does so on their own initiative and is responsible for compliance with all applicable local laws.