The following Terms and Conditions of Sale shall be the only terms and conditions applicable to the agreement between Mustang Advanced Engineering and Purchaser (the “sales contract”) resulting from Mustang Advanced Engineering (Mustang or the Company) acceptance of Purchaser’s order, and shall apply to the order regardless of anything which may appear on Purchaser’s purchase order. Purchaser’s assent to the Terms and Conditions of sale set forth below shall be conclusively presumed from Purchaser’s failure seasonably to object in writing and from Purchaser’s acceptance of all or any part of the products ordered. This sales contract contains the total agreement of the parties; all proposals, negotiations, representations, recommendations, statements, or agreements made or entered into prior or contemporaneously with this sales contract, whether oral or in writing are excluded.

1. Terms: Standard terms are 50% due upon receipt of order and balance due prior to shipment, unless otherwise stated on invoice or sales quotation; terms for export sales shall be set forth on proforma invoice, formal offer or formal acknowledgement. No order shall be placed into production until any applicable deposits have been received by Mustang. All products are sold F.O.B. Twinsburg, Ohio, USA or otherwise stated. Prices are stated in United States Dollars and payment shall be in United States currency. Unless otherwise stated, offers are subject to acceptance by Mustang within thirty days from date specified; if not so specified, and in the interest of, are subject to changes in price or other particulars upon notice. This sales contract is subject to final acceptance by the Company at its home office at Twinsburg, Ohio, USA.

2. Sales and Similar Taxes: Sales, use, occupational, excise, or other similar taxes are not included in the prices offered and if, in connection with this transaction, the Company is subjected to any such tax by any taxing authority whatsoever, the same will be added to the purchase price to be paid by the Purchaser. In the event Mustang does not collect sales, use, occupational, excise, or other similar taxes, the Purchaser will be responsible to make prompt payment to the proper party and/or taxing authority. In no case shall Mustang be held liable for payment of any form of tax other than at time of invoice or any point thereafter point of sale. In the event that the Purchaser feels exempt from any such taxes, a Tax Exempt Certificate is required at time of purchase. However, if any taxing authority determines either at point of sale or thereafter the Purchasers exemption is invalid, purchaser will be liable for any monies due. Additionally, Purchaser shall indemnify Mustang for any costs incurred in collection of taxes at point of sale or thereafter.

3. Deliveries: The Company shall not be liable for any failure to perform its obligations hereunder resulting directly or indirectly from or contributed to by any acts of God, acts of Purchaser, acts of civil or military authority, priorities, fire, strikes or other lab disturbances, accidents, floods, epidemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel, or supplies or other circumstances beyond the Company’s reasonable control, similar or dissimilar to the foregoing.

4. Estimated Shipping Weights: The Company will not be responsible for the accuracy of shipping weights submitted in Offers, as these weights are estimated weights, for use in computing probable freight charges. For foreign shipments, the estimated shipping should be increased by 20%.

5. Warranty: Limit of Liability: Mustang warrants that the product(s) that is subject of this sale is free from defects in material. The duration of this warranty is one year from the date of shipment. The Company, at its option, will either repair or replace, or credit at its option, any defective product(s) which is returned to the Company in its original package(s). In no event shall Mustang be liable for any special, incidental, or consequential damages arising from the use of the product, whether the use is allowable or not under the warranty.

6. Deliveries: The Company shall offer Norfolk, Virginia Ex-Works to all standard products. The Company will not be responsible for the accuracy of shipping weights submitted in Offers, as these weights are estimated weights, for use in computing probable freight charges. For foreign shipments, the estimated shipping should be increased by 20%.

7. Substitution Disclaimer for Quoted Equipment: Due to the nature custom of the Quoted Equipment, availability of supplied equipment and Mustang striving for product improvement, Mustang reserves the right to make software as well as hardware, system, sub-system and component substitutions, inclusive of their associated attributes, depending on usefulness, availability and performance at the time of design and manufacturing of the Quoted Equipment. The item(s) being substituted along with their associated attributes may change due to the substitution, it is Mustang’s intent that these substitutions be with like or similar system, sub-systems and/or components having similar or better functionality and performance as pertaining to Mustang’s understanding of the critical aspects of the Quoted Equipment. In some instances one substitution may replace multiple components, sub-systems and/or systems listed in the Quoted Equipment.

8. Termination/Cancellation:
   a. Standard Products: For all “standard product” sales, the Purchaser shall pay Mustang a “restocking” fee equal to 25% of the total purchase price as stated on the invoice, or sales quotation. Additionally, Purchaser shall indemnify Mustang for any costs incurred in collection of any monies due to the Company as stated above.
   b. All Other Company Sales: In the event, Purchaser, due to change in design or other good and sufficient cause, desires to effect cancellation of the product to be manufactured and delivered hereunder, notice shall be given in writing to the Company. The Company shall thereupon cease work and deliver to the Purchaser all completed and partially completed products and work in progress. The Purchaser shall pay the company for the following: (a) The price provided in the order for all products which have been completed prior to termination plus any adjustments for reduction in quantity, to be determined by Mustang. (b) Actual expenditures made by the Company in connection with uncompleted portion of the order, including all reasonable cancellation charges paid by the Company for which it may be liable on account of commitments made in connection with the order. (c) Reasonable profits as estimated by the Company on the uncompleted portion of the order. Additionally, Purchaser shall indemnify Mustang for any costs incurred in collection of any monies due to the Company as stated above.

9. Deferred Deliveries: Deferral of deliveries is subject to the Company’s approval. Should the Purchaser for good and sufficient cause desire that the Company hold up or defer delivery of the product until some later date, same shall be acceptable on the following conditions only:
   a. (D) Deferral period is not exceed thirty days, if no release is given, the Company reserves the right to render an invoice and to make shipment of the completed portion of the order to the destination specified in the Purchaser’s order, or to warehouse the product at the Purchaser’s expense. Also, the Company reserves the right to cancel the order if there be a cancellation charge on the same conditions terms and conditions of payment as outlined above Section 8.
   b. On the completed portion of the order, if release is not given by the Purchaser at the expiration of thirty days, the Company reserves the right to cancel the order and to make a cancellation charge on the same conditions and terms of payment as outlined above under Section 8.

10. Patents: The Company certifies that to its knowledge the product to be manufactured and delivered hereunder does not infringe upon any Letters Patent granted to others by the United States of America. The Company does not assume any responsibility or liability for any claim or infringement brought against the Purchaser, its successors, assigns, customers or users of Purchaser’s products.

11. Payments: If, in the judgement of the Company, the financial condition of the Purchaser at any time does not justify continuance of production or shipment on the terms of payment specified, the Company may require full or partial payment in advance. Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payment shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and the percentage of work completed. The Uniform Commercial Code is used herein the definition contained in the Uniform Commercial Code is to control. No action for breach of sale, this sales contract or any covenant or warranty arising therefrom, shall be brought more than six months after the cause of action has accrued. If disputes arise pertaining to the terms and conditions of this agreement, the Purchaser agrees to pay Mustang any and all costs, expenses and reasonable attorneys’ fees paid or incurred by Mustang in enforcing/defending the terms and conditions. Furthermore, Purchaser agrees that all disputes shall be resolved in Summit County Courts in the State of Ohio, regardless of where business has been or will be conducted.