



Complete Custom Manufacturing

Parsons
Company, Inc.

1386 State Route 117
Roanoke, IL 61561-7721
Ph 309/467-9100

Standard Terms and Conditions of Sale

1. **GENERAL PROVISIONS:** Any quotation from Parsons Company, Inc. (Seller) referencing these Standard Terms and Conditions of Sale, or subsequent sale of goods pursuant to said quotation, shall be governed exclusively by the terms and conditions stated herein. All additional terms proposed by Buyer are rejected unless agreed to by Seller in writing.
2. **PRICE:** All prices may be changed by Seller, at Seller's sole discretion, with written notice to the Buyer prior to order acceptance by Seller. Should any governmental action or request prevent Seller from making such price change, or from continuing any price already in effect, Seller may terminate the contract provided buyer is given ten (10) days notice in writing. In addition to the purchase price of the goods sold hereunder, Seller shall have the right to collect from Buyer the full amount of any tax, including interest and penalties, now or hereafter imposed on Seller as a result of manufacture, sale, delivery, use or other handling of any goods or materials manufactured or sold, or any component thereof, as a direct or indirect result of the fulfillment of the Buyer's order.
3. **PAYMENT TERMS:** All invoices are due and payable in cash unless otherwise specified. Terms are net 30 days unless otherwise agreed in writing by Buyer and Seller. On overdue invoices Buyer agrees to pay 1-1/2% per month delinquency charge if permitted by law, otherwise at the highest legal rate. Buyer shall also pay any attorneys' fees or expenses incurred by Seller in collecting amounts due from Buyer hereunder.
4. **CREDIT:** If, in Seller's opinion, Buyer's credit responsibility becomes impaired, the credit terms provided herein may be altered or terminated by Seller, and further delivery suspended except on the receipt of cash or satisfactory security. The right is reserved to suspend credit at any time when, in Seller's judgment, the financial condition of Buyer warrants such action.
5. **DELAYS:** Seller shall not be liable because of late delivery or non-delivery caused by: fire, flood, war, riot, insurrection, civil disorder, strike, freight embargo or transportation delay, shortage of labor, accident, failure in production or production equipment, delay of vendor, inability to secure fuel, raw materials, supplies or power at current prices or on account of shortage thereof, act of God or of the public enemy, any existing or future law or act of Federal or of any State or Local government (including, but not limited to, any orders, rules or regulations issued by an official or agency of such government) affecting the conduct of Seller's business or to any cause beyond Seller's reasonable control. If, due to any of the above causes, Seller's supply



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of merchandise shall be partially or wholly curtailed, delivery and installation may be wholly suspended and resumed upon the removal of the cause so interfering with deliveries.

6. **DELIVERY:** All goods are sold F.O.B. at Seller's plant unless otherwise agreed in writing by Buyer and Seller. Delivery to carrier at a point of shipment shall constitute delivery to Buyer and Buyer shall assume all risks for subsequent loss or damage. All claims for loss or damage in transit, if any, must be filed by the buyer against the carrier at Buyer's expense.
7. **PACKING:** Method of packing for shipment will be Seller's choice, unless specified by Buyer at time of order. The cost of special crating or packing will be to the Buyer's account.
8. **MATERIAL SUBSTITUTION:** Where materials are specified by generic designation, Seller reserves the right to select the materials. Seller reserves the right to select all materials suppliers, unless specified by the Buyer at time of order.
9. **CHANGES:** Seller assumes no responsibility for any changes in design or specifications, unless receipt of such changes is confirmed by Seller prior to beginning the manufacture of the product. Any price variation resulting from such changes shall become effective immediately upon acceptance of such changes.
10. **CANCELLATION:** All goods are made to order, and are made expressly for Buyer, and an order cannot be cancelled or modified except on a basis that will assure seller against any loss and upon Seller accepting such cancellation in writing.
11. **PATENTS, COPYRIGHTS AND TRADEMARKS:** Buyer shall hold Seller harmless against any expense or loss, including attorneys' fees, resulting from any claim of unfair competition or infringement of any patent, trademark, trade name, copyright, or other property right arising from compliance with Buyer's designs or specifications or instructions. Buyer shall be exclusively responsible for and shall, at Buyer's expense, indemnify and defend Seller against all liability for any and all claims founded upon legal effect and use or omission, of any designs, devices or words, incusing wording required by any Federal, State or Local laws or ordinances, which Buyer may order incorporated in or imprinted or placed on the goods, notwithstanding that Seller may have been consulted thereon, or performed design work or other special services in connection therewith. Nothing in this paragraph shall be construed to alter or enlarge the obligations of Seller as set forth in the Warranty paragraph.



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12. **WARRANTY AND LIMITATION OF WARRANTIES:** All goods to be manufactured by Seller are manufactured to the designs and specifications of Buyer. Seller warrants that all goods of its manufacture shall meet Buyer's designs and specifications that are provided to Seller in writing. Seller's warranty shall not include defects resulting from Buyer's designs and specifications and Buyer shall hold Seller harmless against any expense or loss, including attorney's fees, resulting from defects in the goods caused by Buyer's designs or specifications. For products not of Seller's manufacture no warranties either expressed or implied are made. **THE SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.** This warranty is expressly in lieu of any other warranties, expressed or implied, and any other obligations or liabilities on the part of Seller, which neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale of its goods. All warranties are null and void if the Buyer, or any other party, alters or modifies the product after delivery.
13. **LIMITATION OF REMEDIES AND DAMAGES:** The liability of Seller on any claim, including those for defective materials and workmanship, is limited to refund of purchase price, repair, or replacement of defective materials or such combination as Seller may elect. Seller shall not be liable for prospective profits or special indirect or consequential damages of any kind. Buyer assumes all risk and liability for loss, damage, or injury to persons or property of Buyer or others arising out of the use of the goods sold hereunder. Buyer does hereby expressly release the Seller from any and all claims, other than pursuant to the warranties herein made, arising in whole or in part out of the goods manufactured pursuant hereto, whether such claims are based on negligence, breach of warranty, strict tort liability, or otherwise founded.
14. **GOVERNMENTAL REGULATIONS:** Seller makes no warranty whatsoever that the goods and installation of said goods when placed in operation and use by Buyer will comply with pertinent national, state and local health and safety laws, including but not in limitation, the Federal Occupational Safety and Health Act (OSHA) and the regulations, standard compliance therewith and for any damages, penalties, or fines arising from non-compliance; provided, however, that Seller shall cooperate with Buyer in the design, manufacture or purchase of safety features or devices which Buyer deems to be necessary under OSHA or any other statute, ordinance or governmental regulation.



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15. **CLAIMS:** Buyer shall have 60 days after receipt of the goods to inspect and either accept or reject them. Failure to reject goods within that period shall constitute an irrevocable acceptance of them and an admission that they fully comply with all the terms, conditions and specifications specified herein. Repair or replacement of defective goods or repayment of the purchase price shall be made only upon return thereof and/or after inspection by Seller. Seller will not accept goods returned unless Seller has issued a Return Material Authorization (RMA) authorizing the return.
16. **OTHER ITEMS NOT COVERED:** Seller is not responsible for any defect caused by normal wear, or damage resulting from mishandling, accident, or the lack of reasonable and proper protection during storage.
17. **AGREEMENT:** Any of the terms and conditions of the Buyer's order which are inconsistent with the terms and conditions herein shall not be binding on Seller and shall not be considered applicable to the sales or shipment of the goods mentioned and referred herein. These Standard Terms and Conditions of Sale constitute the entire commitment and obligation of the Seller concerning the goods. No waiver, alteration or modification of any of the provisions hereof shall be binding on Seller unless made in writing and agreed to in writing by a duly authorized official of Seller. Waiver by Seller of any default by Buyer hereunder shall not be deemed a waiver by Seller of any default by Buyer which may hereafter occur. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of these Standard Terms and Conditions of Sale.
18. **LIEN:** Buyer hereby assents to and agrees that Seller shall have a lien on all tools which it makes or uses to manufacture, assemble or otherwise make products for Buyer and a lien on all such products made for Buyer. The amount of the lien shall be equal to the total of (i) any unpaid contracted charges due from the Buyer to Seller or reasonable compensation for services provided and materials used, for making the tools, plus, (ii) any unpaid contracted charges, or reasonable compensation for services provided and materials used, for products made with the tools, plus (iii) the value of all material related to the work associated with the tools. For purposes of this subparagraph "tools" shall include all molds, dies, forms, patterns, fixtures, or tooling.