



ENGINEERED SOLUTIONS FOR INDUSTRIES WORLDWIDE

SOLON® BELLEVILLE SPRINGS | SOLON® PRESSURE SWITCHES

[SOLON MANUFACTURING CO. INC. SUPPLIER TERMS & CONDITIONS](#)

Whereas Seller is defined as the supplier of products and services required by the Buyer, defined herein as Solon Manufacturing Co, Inc.

ACCEPTANCE: delivery of goods after receipt of Purchase Orders shall be deemed on acceptance of Buyer's offer and acceptance of these Terms & Conditions.

INVOICES: Seller provides a separate invoice for each shipment. Invoices must bear Buyer's purchase order number and description of contents, along with shipping, packaging, other miscellaneous fees as agreed upon and reflected on Buyer's purchase order and Seller's sales order acknowledgement.

PAYMENT TERMS: Buyer agrees to adhere to Seller's payment terms as negotiated prior to order transactions.

PACKAGING, DOCUMENTATION: All goods shall be suitably packed, marked and shipped in accordance with best practices, in a manner to secure lowest transportation costs unless otherwise specified by Buyer. Packages shall include Packing Slips and other identification as required.

DELIVERY & TRANSPORTATION: Unless otherwise agreed upon, delivery shall be collect against prescribed method's account number to be provided by the Buyer. Deliveries are to be made within quoted lead times unless extenuating circumstances prevail.

EXCUSABLE DELAY/FORCE MAJEURE: Certain circumstances or causes beyond reasonable control of the parties (fires, floods, lockouts, epidemics, accidents, material shortages, strikes) which prevent Seller from delivering or Buyer from receiving any of the products or service covered by this order shall suspend deliveries until the cause is removed, however, Buyer reserves the right to cancel under this agreement.

PRICES: Seller delivers pricing via either a written document or verbally. Seller must not fill this order at a price higher than quoted or charged to Buyer without Buyer's written consent. Buyer must be notified of surcharges prior to shipment or Buyer reserves the right to cancel or refuse shipment.

TAXES: Seller's prices shall be exclusive of any federal, state or local sales, use or excise taxes and Seller shall list separately in its invoice any such tax lawfully applicable to this transaction and payable by Buyer, with respect to which Buyer does not furnish statement of exemption.



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CONFIDENTIALITY: All technical and commercial information or ideas which Buyer has supplied or shall supply Seller, but excluding information in the public domain or in Seller's possession in tangible form before receiving such information from Buyer (collectively called "confidential information") is proprietary to Buyer and has been disclosed in confidence to Seller for the limited purpose of enabling Seller to comply with the terms of the purchase order. Seller shall not, without Buyer's prior written consent, use or disclose such confidential information for any purpose other than in connection with the supply of materials or product to the Buyer. All such information which is in tangible form shall be returned to Buyer by Seller upon demand, and in any event, when no longer needed to fulfill Seller's obligations to Buyer. Buyer agrees to maintain confidentiality of any intellectual property pertaining to Seller's products or engineering expertise (excluding information in the public domain), including but not limited to: pricing/costing, design features, calculations, and material specifications.

NON-DISCLOSURES & AUDITS: Seller agrees to sign Buyer's mutual non-disclosure agreement and allows for onsite vendor audits at the Buyer's request at Seller's convenience.

BUYER'S PROPERTY: All materials which are furnished or specifically paid for by Buyer shall be the property of the Buyer, subject to removal at any time by the Buyer, shall be used only in filling order for Buyer, shall not be copied, shall be kept separate from property of Seller, and shall be clearly identified as the property of Buyer. Seller shall, at its own expense, keep all such materials in good condition, and Seller assumes all liability for loss or damage thereto, except for normal wear and tear.

BUYER'S DEFAULT: Should Buyer breach any provisions of the contract, any action must be commenced within one year after the cause of action accrued.

SELLER'S DEFAULT: Should Seller breach any provisions of the contract, any action must be commenced within one year after the cause of action accrued.

QUALITY & INSPECTION: Seller assures appropriate quality and inspection of product prior to shipment to the Buyer. Seller agrees to comply with reasonable requests for documentation supporting quality requirements at time of shipment or upon request.

Buyer shall have a reasonable time (not less than ten business days from receipt of product) to submit claims of count, weight, quantity, loss or damage to delivered goods. Buyer will calculate damages on claims and deduct the amount from Seller's invoice. If invoice was previously paid, Seller will reimburse/credit the amount of damages to Buyer.



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INDEMNITY: Seller agrees to defend, indemnify, and save the Buyer harmless against all liabilities, claims or demands whether arising in tort, contract, or otherwise for injuries or damages to any person or property arising out of Seller's act or omissions in the performance of this contract. The indemnification obligation shall be supported by adequate liability insurance coverage as required by this agreement.

ORDER DISCREPANCIES & CONFLICT RESOLUTION: It is the Seller's responsibility to comply with these and all supporting documents and to clarify with Buyer any inconsistencies or conflicts in any parts of this order, such as these provisions contained in this document, additional terms and conditions, general specifications, detailed specifications, etc. Should Seller fail to contact Buyer to resolve these conflicts or inconsistencies, Seller will be solely responsible for errors resulting from conflicts or inconsistencies. Where documents are references, the version in effect at the time of order placement shall apply.

ACKNOWLEDGEMENT: This order acceptance, shipment of any goods or the rendering of services pursuant to this order shall be deemed an acceptance of these terms and conditions. No modification of or release from this contract shall be binding unless agreed to in writing and specifically labeled as a modification or release. These terms and conditions supersede any submitted by Seller in any proposal or acknowledgement.

CONFLICT MINERALS: Pursuant to the requirements of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules and Form SD associated with Section 13(p) of the Securities Exchange Act of 1934, Supplier must comply with the Colfax Conflict Minerals Policy found at <http://ir.colfaxcorp.com/governance.cfm> under the Supply Chain Standards tab and with all expectations and requirements mandated thereunder. The Colfax Conflict Minerals Policy applies, regardless of form and location of ownership, to all Buyer suppliers of materials or products consisting of or containing "conflict minerals" (cassiterite, columbite-tantalite (coltan), gold and wolframite and the following derivatives: tantalum, tin and tungsten). These requirements must also be passed through by Supplier to all of its suppliers of materials or products containing conflict minerals within the Supplier's supply chain for materials or products purchased by Buyer. Failure to cooperate regarding these requirements could lead Buyer to source from alternative suppliers.

PROP 65: Seller complies with the California Prop 65 Declaration requirements (<https://www.p65warnings.ca.gov/>) and provides a formal disclaimer upon request.

Solon Manufacturing Co's standard document record retention is seven (7) years for most documents unless otherwise agreed upon.