

## ASCON CORPORATION CONDITIONS OF SALE

1. These "CONDITIONS OF SALE" apply to every sale and to every contract for sale of goods supplied, or to be supplied, by ASCON CORPORATION (herein referred to as "Ascon"). The company, firm, or person to whom any such goods are sold, or with which or whom such a contract for sale is made, is hereafter referred to as "the customer". None of these conditions can be waived or varied unless expressly provided in a document signed by a duly authorized officer of Ascon. Any purported waiver or variation made otherwise shall be void. Any standard terms of the customer are excluded from every such sale and contract for sale, and in all circumstances however arising, these Ascon conditions shall prevail without modification or exception.

2. Every quotation by Ascon is open to acceptance until the expiration of 60 days after the date appearing thereon, unless a) the quotation otherwise expressly states other conditions, b) the quotation is earlier withdrawn c) modified or d) Ascon expressly in writing agrees to a later expiration date.

3. Ascon will deliver as specified, but shall not be held liable for delays in delivery occasioned by *force majeure*, or any cause beyond its controls, including but not limited to war, civil disturbance, fire, flood, earthquake, windstorms, acts or defaults of common carriers, governmental laws, acts of regulation, or any other occurrences whether or not similar in character to the foregoing, beyond Ascon's reasonable control. Any such delay shall effect a corresponding extension of delivery date. In addition, Ascon shall have the option, by written notice to the customer, to make partial delivery and terminate the contract. Ascon shall assume no liability for exercising either or both of these options, and it shall be entitled to payment for all goods delivered.

4. If for any reason whatsoever the customer is unable to accept delivery of the goods at the time when goods are due and ready for delivery, Ascon shall in its absolute discretion be entitled to either treat the contract as at an end or to store the goods for return. At Ascon's discretion, a restocking fee may apply for special order or custom made items. If Ascon elects to store the goods, the customer shall be liable to pay Ascon a reasonable sum for such storage and to reimburse Ascon for any insurance premiums expended by Ascon in respect of the goods stored. Ascon shall not be liable to the customer for any such loss of or damage to the goods while in storage.

5. Ascon warrants that all products, goods, materials, and equipment sold (herein called "products") shall be free from defects in material and workmanship under normal and proper use and in accordance with the instructions and directions of Ascon documentation and manuals. Ascon further warrants that all products sold under the contract will conform to the specifications, drawings or descriptions which are applicable. NO OTHER WARRANTY, EXPRESS OR IMPLIED, (EITHER IN FACTO OR BY OPERATION OR LAW) AND INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS IS MADE OR GIVEN BY ASCON AND ANY OTHER REPRESENTATIONS OR WARRANTIES MADE BY ANY PERSON, INCLUDING EMPLOYEES OR REPRESENTATIVES OF ASCON, WHICH ARE INCONSISTENT HEREWITH, SHALL NOT BE BINDING UPON ASCON. Further, Ascon warranty shall not apply to products that have been altered or utilized in a manner not approved by Ascon or that have been subject to misuse, improper maintenance, or negligence. The liabilities of Ascon arising out of the supplying of said products, whether based upon warranty or otherwise, shall in no case exceed the price of said products. Any product or part thereof not manufactured by Ascon shall be warranted only to the extent warranted to Ascon by the original manufacturer. ASCON SHALL NOT BE LIABLE FOR ANY CLAIM FOR CONSEQUENTIAL DAMAGES OF ANY KIND OR FOR ANY CAUSE.

6. The customer shall and does indemnify and hold harmless Ascon against all damages, losses, penalties, costs, and expenses to which Ascon may become liable as a result of work done, or the supply of goods in accordance with the customer's specifications, which involves or arises from the infringement of patents, registered designs, or trademarks.

7. a) Standard terms of payment are net 30 days following shipment, unless otherwise specifically provided in writing by a duly authorized officer of Ascon. At its option, Ascon may require full or partial payment in advance of order placement or shipment. On overdue accounts, interest will be charged at the rate of 1.5% per month, together with all other costs, including collection and attorney fees. In the event of the failure of the customer to make payment for any shipment of goods when said payment is due, Ascon may, at its discretion, withhold further deliveries until the overdue amount has been

remedied. Ascon may require that subsequent deliveries be paid for in advance. Material held for the customer shall be at the risk and expense of the customer. b) Ascon prices do not include sales, use, excise, or other federal, state, or municipal taxes. Consequently, in addition to the price specified, the invoice amount will include all applicable taxes and shall be paid by the customer, unless exempt by statute, or in lieu thereof the customer shall provide a tax exemption certificate provided by and acceptable to the taxing authority.

8. If the customer fails to keep and perform any of the terms of this Contract, or if a petition in bankruptcy is filed, or if a receivership to insolvency proceedings are instituted, or if an assignment for the benefit of creditors is made, then Ascon shall be entitled in its absolute discretion to terminate the contract or to suspend its performance and to recover from the customer all costs, expenses, overheads, and other incurred amounts in connection therein. All sums in respect to goods delivered under Contract by Ascon to the customer which have not yet been paid in full shall become immediately due and payable regardless of the aforementioned payment terms.

9. All contracts made by Ascon shall be construed in accordance with the laws of the State of Illinois.

10. a) No cancellation, suspension, or variation of any contracts made by the customer shall be permitted unless in writing and until accepted by confirmation by Ascon. In accepting a cancellation or suspension, Ascon shall be entitled to additional compensation for any extra cost incurred and/or for any loss or liability suffered. If the customer requires any amendments in relation to the goods, the customer shall deliver full particulars of such amendments to Ascon in writing. If Ascon agrees to such amendments, the customer shall pay all costs incurred by Ascon in carrying out such amendments and shall grant to Ascon such reasonable extensions for delivery that Ascon may require. b) The contract price includes only such goods as are specified in the contract accepted by Ascon. Should there, at the request of the customer, be any extra cost or liability incurred by Ascon resulting from customer's specific instructions or lack of instructions, mistaken information, interruptions, unusual hours, special packing and/or shipment, or work for which Ascon is not responsible, then such extra costs or liability may be charged for by Ascon and shall be paid for accordingly by the customer. c) Ascon reserves the right to alter designs without notice. Published performance figures shall not necessary apply after product Service or Repairs. Subsequent performance figures will depend upon operating conditions and age of equipment.

11. All descriptions, drawings, specifications, and other particulars issued by or on behalf of Ascon are approximate only. Ascon will not be bound to assumed specifications unless expressly verified and confirmed in writing. Performance figures given by Ascon concerning its goods are typical of what it expects products to obtain on tests and shall be subject to reasonable tolerance and rejection limits. The customer assumes responsibility for ensuring that the contract goods are sufficient and suitable for the purposes required.

12. No return of products will be accepted by Ascon without a return material authentication (RMA), which will be issued at the seller's discretion. All returns must be shipped freight prepaid.

13. Buyer shall notify Ascon of any order deviations within 30 calendar days of order receipt. In the event that products do not comply with accepted contract, the buyer must provide written notification to Ascon. The buyer shall be deemed to have accepted contract fulfillment if Ascon does not receive such notice of rejection within the acceptance period of 30 calendar days. Ascon shall be afforded a reasonable opportunity to repair or replace non-conforming products at Ascon's discretion.

14. Price proposals are stated exclusive of packaging and shipping charges. All prices are Ex-Works Shipping Point unless otherwise agreed to in writing by the seller. Delivery at such point of common carrier or postal authorities shall constitute delivery to buyer, who shall thereafter be responsible for delays, loss, or damage in transit.

15. All written correspondence shall be sent to Ascon at the following location:

Ascon Corporation  
1884 East Fabyan Parkway  
Batavia, Illinois 60510  
Phone: (630) 482-2950  
[www.asconcorp.com](http://www.asconcorp.com)