

Terms and Conditions of Sale

1. **Orders.** Orders are subject to acceptance at home office of the seller.
2. **Assignment.** Purchaser may not assign this Agreement without Universal's prior written consent.
3. **Written or Typed Provisions Govern.** In the event of a conflict between any of the printed provisions hereof and any written or typed provision hereof, the written or typed provisions shall govern. Clerical and stenographic errors are not binding and may be corrected by Universal at any time after discovery.
4. **Designs.** All designs and specifications shown in seller's catalog are subject to change without notice.
5. **Liability.** The buyer shall remain primarily liable for the purchase price and the seller shall not be obliged to accept any term or condition of payment which will shift said liability to a third person not party to the contract of sale, whether or not such third person is the United States Government, its agents or instrumentalities.
6. **Weights and Dimensions.** Shipping weights and dimensions given in seller's catalog are as close to actual as practicable but are not guaranteed. No claims will be allowed because of any discrepancy between actual weight or dimensions of material shipped and listed data.
7. **Shipping and Packing.** All material is carefully packed for shipment and seller will not be responsible for loss, delay and damage should be made to carriers, but seller will render buyer all possible assistance in securing satisfactory adjustment of such claims.
8. **Cancellation.** Orders are not subject to cancellation or change in specifications, shipping schedules or other conditions originally agreed upon without seller's consent and then only upon agreement to compensate seller for loss caused by such cancellation or changes.
9. **Cost Analysis.** No cost analysis of the cost of manufacturing the equipment sold will be supplied and no examination or audit of the seller's books and records will be permitted for any reason whatsoever.
10. **Compliance with Laws.** Seller has complied with all applicable federal, state and local laws and regulations in connection with the manufacture and sale of all equipment. No responsibility or liability will be taken for import duties, laws, regulations or taxes imposed by any foreign country.
11. **Taxes.** Any manufacturer's excise tax, use tax, sales tax or tax or duty of any nature whatsoever arising out of or assessed against orders, shall be added to the prices quoted or invoiced and shall be paid by the buyer; and in the event seller is required to pay any such taxes or duties the buyer shall reimburse seller therefor, unless buyer shall provide seller of the time and order is submitted with exemption certificates or other documents acceptable to taxing or customs authorities.
12. **Shipping Date.** Seller shall not be liable in any way for any default or delay in shipping due to contingencies beyond its control, or the control of its suppliers or subcontractors, which prevents or interferes with the seller making delivery on the date specified. In the event of delayed or extended shipping dates, and the buyer changes shipping instructions, any additional shipping charges will be paid by the buyer as a part of the purchase price.
13. **Returns for Credit.** No returns for credit will be accepted unless seller's permission has been obtained in each case in advance. Only sizes and designs taken from seller's regular line which are in active demand can be accepted for credit. Credit will be based on prices prevailing at the time of return, or invoiced price, whichever is lower, subject to deduction for handling and an additional deduction for expenses incurred in restoring goods to salable conditions. Obsolete or specially manufactured goods can be accepted for return or credit only to the extent of value to seller in each case. No credit will be issued to other than the original purchaser.
14. **Risk of Loss.** Risk of loss shall pass to the buyer upon delivery to the transportation company. If goods are held in the factory beyond the shipping date for buyer's convenience, the risk of loss shall pass to the buyer upon the date originally scheduled for shipping. The buyer shall pay all costs of insurance from the time the risk of loss passes to buyer.
15. **Interest.** In the event that buyer has not tendered payment within the time set forth in the order, seller may charge the buyer interest on the then due amounts until payment is actually received by seller. The interest rate shall be 1.5% per month. The right of seller to charge such interest is in addition to and not in lieu of any other right the seller may have against the buyer for breach under sales agreement.
16. **Shipping Costs.** Unless otherwise specified, buyer shall pay all costs of shipping. Seller's sole responsibility shall be to deliver the goods to the shipper at seller's factory.
17. **The Warranty.** The sole warranty applicable to goods manufactured or sold by seller shall be the limited warranty which is incorporated herein.
18. **Attorney's Fees.** In the event either party is required to bring an action in connection with these terms or conditions of sale or any action in connection with collection of amounts due hereunder, the prevailing party shall be entitled to recover all of its costs or expenses, including reasonable attorney's fees.
19. **Applicable Law.** This agreement shall be construed in accordance with the laws of the State of Illinois in effect on the date hereof. The parties agreed that the proper forum for any action pursuant to this agreement is by the State of Illinois, Cook County.