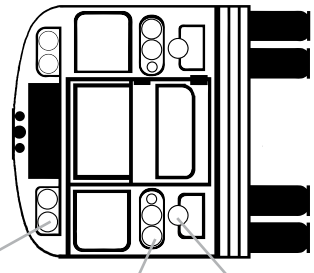
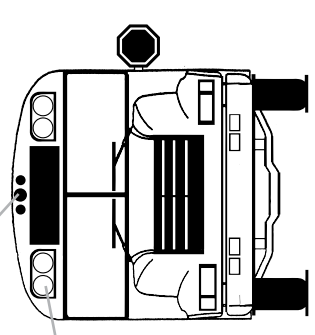


Marker Lamps



Warning Lamps

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P/T, S/T & B/U Lamps

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License Plate Lamps

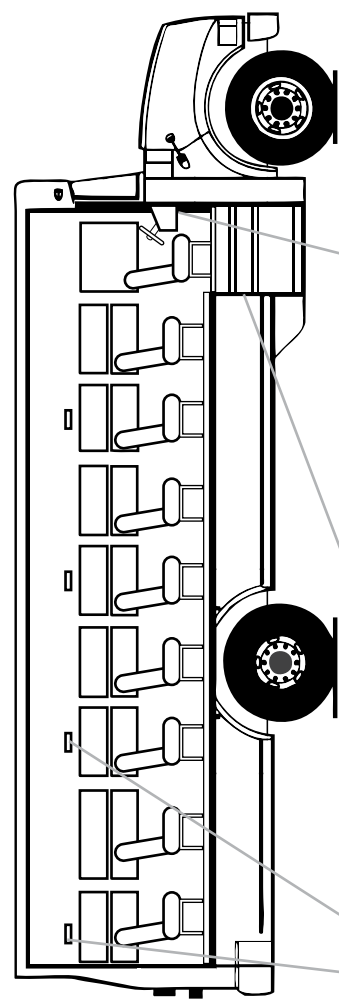
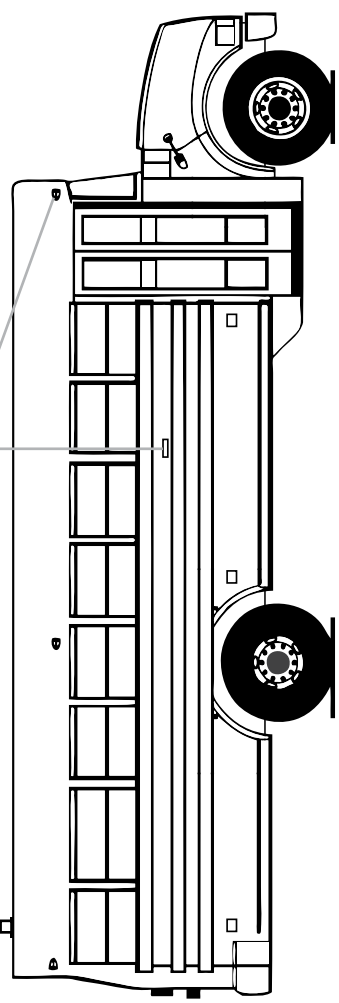
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Rooftop Strobes

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Marker Lamps

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Stepwell

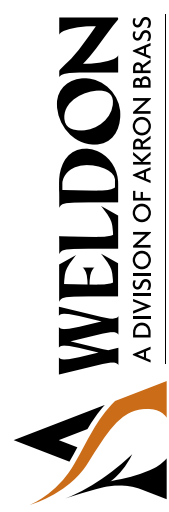
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Flashers

\_\_\_\_\_  
 \_\_\_\_\_

Dome Lamps

\_\_\_\_\_  
 \_\_\_\_\_



**Tested... Proven... Trusted.**

### Warning Lamps

- 1020-8000 Series..... Quantity \_\_\_\_\_
- 1020-9000 Series..... Quantity \_\_\_\_\_
- 1020-1100 Series..... Quantity \_\_\_\_\_
- 1080-1100 Series..... Quantity \_\_\_\_\_

### Roof Top Strobes

- 7150 Series..... Quantity \_\_\_\_\_

### Park, Turn, Backup, Stop & Tail Lamps

- 1010-8100 Series..... Quantity \_\_\_\_\_
- 9186-5580 Series 7"..... Quantity \_\_\_\_\_
- 9186-5585/86 Series..... Quantity \_\_\_\_\_
- 1010-1100 Series..... Quantity \_\_\_\_\_
- 9186-5525 Series 4"..... Quantity \_\_\_\_\_
- 2500/9186 4" Surface Mount..... Quantity \_\_\_\_\_

### Backup Lamps

- 1013 Series..... Quantity \_\_\_\_\_
- 9186-5586 Series..... Quantity \_\_\_\_\_
- 1060 Series..... Quantity \_\_\_\_\_
- 9186-4570 Series..... Quantity \_\_\_\_\_
- 2025 Series..... Quantity \_\_\_\_\_

### Marker Lamps

- 5150/5180 Series..... Quantity \_\_\_\_\_
- 5045 Series..... Quantity \_\_\_\_\_
- 5000 Series..... Quantity \_\_\_\_\_
- 5120 Series..... Quantity \_\_\_\_\_
- 5050/5060 Series..... Quantity \_\_\_\_\_
- 5210 Series..... Quantity \_\_\_\_\_
- 9186 Series..... Quantity \_\_\_\_\_

### Flashers

- 7000 Series..... Quantity \_\_\_\_\_

### Dome Lamps

- 8020-7000 Series LED Interior Dome..... Quantity \_\_\_\_\_
- 8020-0000 Series Incandescent Dome..... Quantity \_\_\_\_\_
- 8005 Series Incandescent Dome..... Quantity \_\_\_\_\_
- 8010 Series Incandescent Dome..... Quantity \_\_\_\_\_
- 2630/2631 Series Dome..... Quantity \_\_\_\_\_

### Stepwell Lamps

- 8025/8026 Series..... Quantity \_\_\_\_\_
- 8030 Series..... Quantity \_\_\_\_\_
- 9186 Series..... Quantity \_\_\_\_\_

### License Plate Lamps

- 8101/8102..... Quantity \_\_\_\_\_
- 9186-23882..... Quantity \_\_\_\_\_



Scene Lights (Permanent & Portable)

Recessed Scene Lamps

Light Bar & Siren

Interior Dome & Stepwell Lamps

Perimeter Warning Lamps

Compartment Lamps

DOT Lamps, Step Area Lights & License Plate Light

Reels, Junction Boxes & Generator

Loose Equipment (i.e. Hand Tools)

Multiplexing (including Display Preference)



**Tested... Proven... Trusted.**

## Reels

<input type="checkbox"/> ERWC-15-10 Electric Rewind Cord Reel.....	Quantity _____
<input type="checkbox"/> ERWC-16-6 Electric Rewind Cord Reel.....	Quantity _____
<input type="checkbox"/> ERWC-10-16 Electric Rewind Cord.....	Quantity _____
<input type="checkbox"/> ERWH-15-10 Hydraulic Electric Rewind Cord Reel.....	Quantity _____
<input type="checkbox"/> ERWH-16-6 Hydraulic Electric Rewind Cord Reel.....	Quantity _____
<input type="checkbox"/> ERWU-15-10 Utility Air Electric Rewind Cord Reel.....	Quantity _____
<input type="checkbox"/> ERWLB-15-10 Low Pressure Breathing Air Electric Rewind Cord Reel.....	Quantity _____
<input type="checkbox"/> ERWHB-15-10 High Pressure Breathing Air Electric Rewind Cord Reel.....	Quantity _____
<input type="checkbox"/> ERWC-10-28 Electric Rewind Cord Reel.....	Quantity _____
<input type="checkbox"/> ERWH-15-10 Hydraulic Rewind Hose Reel.....	Quantity _____
<input type="checkbox"/> ERWH-16-6 Hydraulic Rewind Hose Reel.....	Quantity _____
<input type="checkbox"/> ERWH-10-16 Hydraulic Rewind Hose Reel.....	Quantity _____
<input type="checkbox"/> ERWU-15-10 Utility Air Rewind Hose Reel.....	Quantity _____
<input type="checkbox"/> ERWU-16-6 Utility Air Rewind Hose Reel.....	Quantity _____
<input type="checkbox"/> ERWU-10-16 Utility Air Rewind Hose Reel.....	Quantity _____
<input type="checkbox"/> ERWHB-15-10 Breathing Air Rewind Hose Reel.....	Quantity _____
<input type="checkbox"/> ERWHB-16-6 Breathing Air Rewind Hose Reel.....	Quantity _____
<input type="checkbox"/> ERWHB-10-16 Breathing Air Rewind Hose Reel.....	Quantity _____
<input type="checkbox"/> ERWB-22-20 Booster Hose Rewind Reel.....	Quantity _____
<input type="checkbox"/> ERWB-24-20 Booster Hose Rewind Reel.....	Quantity _____
<input type="checkbox"/> ERWB-16-28 Booster Hose Rewind Reel.....	Quantity _____

## Lightbar & Siren

<input type="checkbox"/> Aero-Maxx 9188 Series halogen Lightbar.....	Quantity _____
<input type="checkbox"/> 3900 Series LED Flush Mount Lightbar.....	Quantity _____
<input type="checkbox"/> 9187-9500 Siren with PA.....	Quantity _____
<input type="checkbox"/> V3702 Diamondback Lightbar.....	Quantity _____
<input type="checkbox"/> V3713 Diamondback Wraparound Lightbar.....	Quantity _____

## Scene Lamps (Cab or Body Surface Mount)

<input type="checkbox"/> 3862 3 x 7 HID.....	Quantity _____
<input type="checkbox"/> 4662 4 x 6 HID.....	Quantity _____
<input type="checkbox"/> 7862 7x 9 HID.....	Quantity _____
<input type="checkbox"/> 3800 Series 3 x 7 Halogen.....	Quantity _____
<input type="checkbox"/> 4600 Series 4 x 6 Halogen.....	Quantity _____
<input type="checkbox"/> 7800 Series 7 x9 Halogen.....	Quantity _____
<input type="checkbox"/> V375 Diamondback 3"x7" LED.....	Quantity _____
<input type="checkbox"/> V465 Diamondback 4"x6" LED.....	Quantity _____
<input type="checkbox"/> V795 Diamondback 7"x9" LED.....	Quantity _____

## Scene Lights (with Poles & Portable)

<input type="checkbox"/> E-5150-SM or FM 12V NightBreaker HID.....	Quantity _____
<input type="checkbox"/> E-4500-SM or FM Low Profile Beta 500W 120V.....	Quantity _____
<input type="checkbox"/> E-4750-SM or FM Low Profile Beta 750W 120V.....	Quantity _____
<input type="checkbox"/> E-DM-PS-SM or FM DayMaker 12V.....	Quantity _____
<input type="checkbox"/> E-4500-POD 500W 120V Beta Tripod.....	Quantity _____
<input type="checkbox"/> E-4750-POD 750W 120V Beta Tripod.....	Quantity _____
<input type="checkbox"/> E-4750-TLT-PS-SM 750W 120V Remote Tilt Light.....	Quantity _____
<input type="checkbox"/> E-1000-MH-3POLE-AO-AM 1000 w Metal Halide 3-Pole Air Mast.....	Quantity _____
<input type="checkbox"/> E-W5360-GRN-PS-SM 12v Green Strobe Push-Up Light.....	Quantity _____

## DOT Lamps, Step Area & License Plate Lamps

<input type="checkbox"/> 9186-5525 Series 4-Inch Round LED Red Lights for Stop/Tail/Turn.....	Quantity _____
<input type="checkbox"/> 9186-5526 Series 4-Inch Round LED Lights for Backup.....	Quantity _____
<input type="checkbox"/> 3884 Series Tri-Cluster Lamp Assemblies 3X7.....	Quantity _____
<input type="checkbox"/> 4684 Series Tri-Cluster Lamp Assemblies 4X6.....	Quantity _____
<input type="checkbox"/> 4681 Series Tri Cluster Lamp Assemblies Horizontal 4X6.....	Quantity _____
<input type="checkbox"/> 3894 Series Quad Cluster Lamp Assemblies 3X7.....	Quantity _____
<input type="checkbox"/> 9186-23882 Series License Illuminator or Control Area Light.....	Quantity _____
<input type="checkbox"/> 8102 Series LED License Illuminator.....	Quantity _____

## Marker & Ground Illumination Lamps

<input type="checkbox"/> 5150/5180 Series 1.5" x 3.5" Rectangular LED.....	Quantity _____
<input type="checkbox"/> 9186-5000 Series 1.1" x 2.59" LED.....	Quantity _____
<input type="checkbox"/> 9186-5000 Series 4" Round LED.....	Quantity _____
<input type="checkbox"/> 9186-1585 Series Truck Style LED.....	Quantity _____
<input type="checkbox"/> 5060 Series Triangular Incandescent or LED.....	Quantity _____
<input type="checkbox"/> 9185-40034 Series 5.5" Round Lamp.....	Quantity _____

## Compartment & Pump Panel Lamps

<input type="checkbox"/> 9185-60004 Series 5.5" Round LED or Incandescent.....	Quantity _____
<input type="checkbox"/> 9186-2301 Series LED Courtesy Lamp.....	Quantity _____
<input type="checkbox"/> 9186-5515 Series 4" Flange Mounted LED.....	Quantity _____
<input type="checkbox"/> 2630 Series 2.5" x 6" Incandescent.....	Quantity _____
<input type="checkbox"/> 2631 Series 2.5" x 6" LED.....	Quantity _____

## Perimeter Warning Lamps

<input type="checkbox"/> V Series Diamondback LED Lighting.....	Quantity _____
V34 Diamondback 3X4.....	Quantity _____
V37 Diamondback 3X7.....	Quantity _____
V46 Diamondback 4X6.....	Quantity _____
V79 Diamondback 7X9.....	Quantity _____

## Interior Dome & Stepwell Lamps

<input type="checkbox"/> 8048 Series Clear 8" LED.....	Quantity _____
<input type="checkbox"/> 8081 Series Red/Clear LED.....	Quantity _____
<input type="checkbox"/> 9185 Series Interior Light.....	Quantity _____
<input type="checkbox"/> 9186 Series Stepwell Lamp.....	Quantity _____

## Recessed Scene Lamps

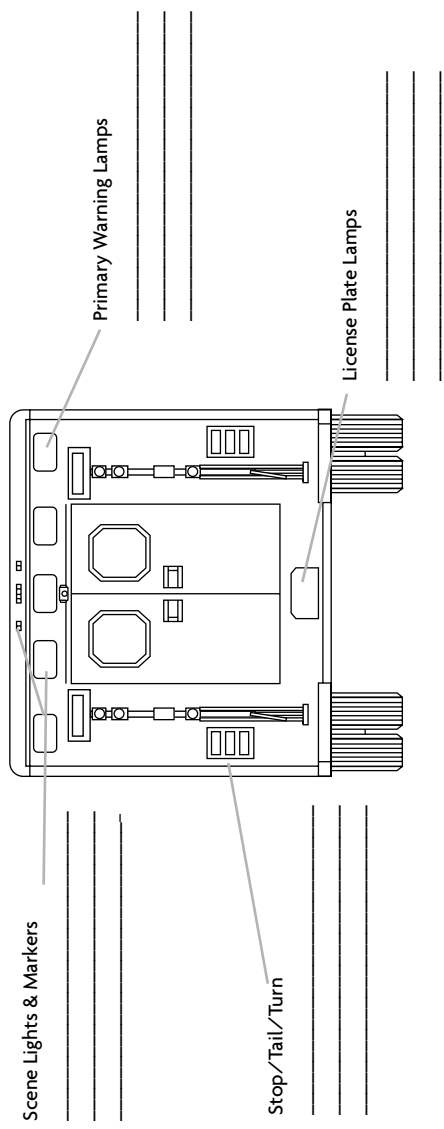
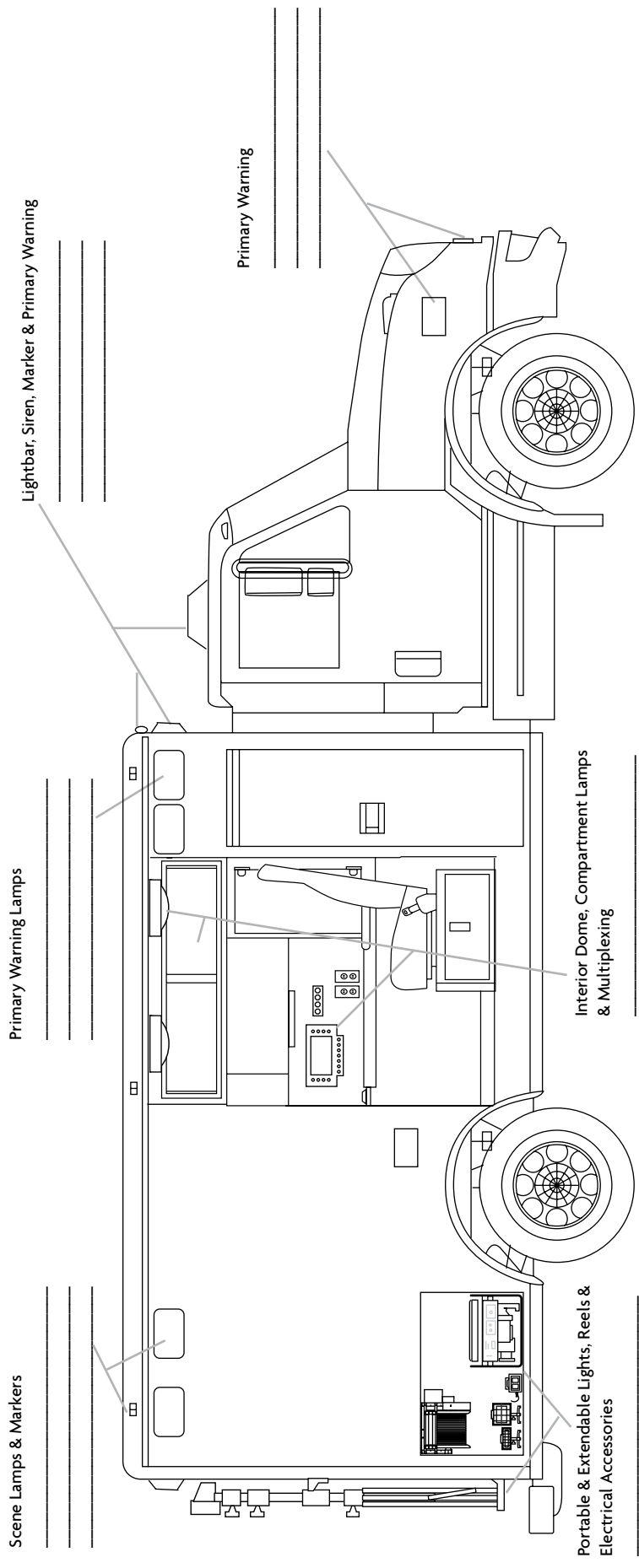
<input type="checkbox"/> E-4500-RM 500W 120V Recess Mount Beta Light.....	Quantity _____
<input type="checkbox"/> E-4750-RM 750W 120V Recessed Mount Beta Light.....	Quantity _____
<input type="checkbox"/> E-4150-RM 150W 12V Recessed Mount Beta Light.....	Quantity _____

## Multiplexing

<input type="checkbox"/> VFD Display.....	Quantity _____
<input type="checkbox"/> Vista III Display.....	Quantity _____
<input type="checkbox"/> Programmable On Demand Switches (PODS).....	Quantity _____
<input type="checkbox"/> 6500 Series Camera.....	Quantity _____
<input type="checkbox"/> Integrated GPS System.....	Quantity _____
<input type="checkbox"/> Vista III Touch Screen Display.....	Quantity _____
<input type="checkbox"/> 6204-0000-00 Occupant Restraint Indicator.....	Quantity _____
<input type="checkbox"/> 6444-0000-00 Vehicle Data Recorder (VDR).....	Quantity _____

## Loose Equipment

<input type="checkbox"/> Generators.....	Quantity _____
<input type="checkbox"/> Hand Tools - Pike Poles- UL, PP, IB, WR - Multiple Hook Options, Axes w/ Brackets, Brooms, Rakes, Beaters, Shovels, Squeegees.....	Quantity _____
<input type="checkbox"/> EJB Series Electrical Junction Box & Brackets.....	Quantity _____
<input type="checkbox"/> ECR Series Electric Cord Reel.....	Quantity _____
<input type="checkbox"/> FHY-6-HMT Flat Head Axe with Mounting Brackets.....	Quantity _____
<input type="checkbox"/> PHY-6-HMT Pick Head Axe with Mounting Brackets.....	Quantity _____
<input type="checkbox"/> FHY-6-HMT Flat Head Axe with Mounting Brackets.....	Quantity _____
<input type="checkbox"/> PHY-6-HMT Pick Head Axe with Mounting Brackets.....	Quantity _____
<input type="checkbox"/> AS-27D D-Handle Scoop Shovels.....	Quantity _____
<input type="checkbox"/> SS-48F Square Point Shovel.....	Quantity _____
<input type="checkbox"/> UL-SQ-60F Squeegee.....	Quantity _____
<input type="checkbox"/> Pike Poles UT-6, UT-8, or UT-12, 6', 8' or 12' Pike Poles.....	Quantity _____
<input type="checkbox"/> Drywall Hooks UT-4D or UT-4D-DWH 4'.....	Quantity _____
<input type="checkbox"/> Pinch Point Bars PPB-36, PPB-51, or PPB-60.....	Quantity _____
<input type="checkbox"/> Roof Hooks ARH-36S, ARH-60-FC, ARH-72.....	Quantity _____



**Tested... Proven... Trusted.**

### Perimeter Warning Lamps

- V Series Diamondback LED Lighting
  - V34 Diamondback 3X4 .....Quantity \_\_\_\_\_
  - V37 Diamondback 3X7 .....Quantity \_\_\_\_\_
  - V46 Diamondback 4X6 .....Quantity \_\_\_\_\_
  - V79 Diamondback 7X9 .....Quantity \_\_\_\_\_
- 0B80-2495-00 Chrome Bezel Kit 3X4 .....Quantity \_\_\_\_\_
- 0B80-2335-00 Chrome Bezel Kit 3X7 .....Quantity \_\_\_\_\_
- 0B80-2336-00 Chrome Bezel Kit 4X6 .....Quantity \_\_\_\_\_
- 0B80-2337-00 Chrome Bezel Kit 7X9 .....Quantity \_\_\_\_\_

### Lightbar & Siren

- Aero-Maxx 9100 Series Halogen Lightbar .....Quantity \_\_\_\_\_
- 3900 Series Flush Mounted LED Front/Rear Lightbar .....Quantity \_\_\_\_\_
- 9187-9500 Siren with PA .....Quantity \_\_\_\_\_
- V3702 Diamondback Lightbar .....Quantity \_\_\_\_\_

### Surface Mount, Exterior Body Scene Lamps

- V Series Diamondback LED Scene Lighting .....Quantity \_\_\_\_\_
- V375 Diamondback 3X7 Scene .....Quantity \_\_\_\_\_
- V465 Diamondback 4X6 Scene .....Quantity \_\_\_\_\_
- V795 Diamondback 7X9 Scene .....Quantity \_\_\_\_\_
- 0B80-2335-00 Chrome Bezel Kit 3X7 .....Quantity \_\_\_\_\_
- 0B80-2336-00 Chrome Bezel Kit 4X6 .....Quantity \_\_\_\_\_
- 0B80-2337-00 Chrome Bezel Kit 7X9 .....Quantity \_\_\_\_\_
- 3800 Series Halogen Scene Light 3X7 .....Quantity \_\_\_\_\_
- 3800 Series HID Scene Light 3X7 .....Quantity \_\_\_\_\_
- 4600 Series Halogen Scene Light 4X6 .....Quantity \_\_\_\_\_
- 4600 Series HID Scene Light 4X6 .....Quantity \_\_\_\_\_
- 7800 Series Halogen Scene Light 7X9 .....Quantity \_\_\_\_\_
- 7800 Series HID Scene Light 7X9 .....Quantity \_\_\_\_\_

### DOT Lamps

- 9186-1500 Series Rectangular LED Red Marker Lamps .....Quantity \_\_\_\_\_
- 9186-1500 Series Rectangular LED Amber Marker Lamps .....Quantity \_\_\_\_\_
- 9186-5525 Series 4-Inch Round LED Red Lights for Stop/Tail/Turn .....Quantity \_\_\_\_\_
- 9186-5526 Series 4-Inch Round LED White Lights for Backup .....Quantity \_\_\_\_\_
- 3884 Series Tri-Cluster Lamp Assemblies 3X7 .....Quantity \_\_\_\_\_
- 3894 Series Quad Cluster Lamp Assemblies 3X7 .....Quantity \_\_\_\_\_
- 4684 Series Tri-Cluster Lamp Assemblies 4X6 .....Quantity \_\_\_\_\_
- 4681 Series Tri Cluster Lamp Assemblies Horizontal 4X6 .....Quantity \_\_\_\_\_
- 9186-23882 Series License Illuminator or Control Area Light .....Quantity \_\_\_\_\_
- 8102 Series LED License Illuminator .....Quantity \_\_\_\_\_

### Rear Patient Compartment Lamps

- 8049 Series Recessed LED Lighting Clear or Red .....Quantity \_\_\_\_\_
- 8048 Series Surface Recessed LED Lighting Clear or Red .....Quantity \_\_\_\_\_
- 8047 Series Mt LED Lighting Clear or Red .....Quantity \_\_\_\_\_
- 8046 Series Recessed Halogen Lighting .....Quantity \_\_\_\_\_

### Cab Interior Dome Lamps

- 1010-8100 Series Red/Clear LED Interior Dome Lamp .....Quantity \_\_\_\_\_
- 8086 Series Red/Clear Interior Dome Light .....Quantity \_\_\_\_\_
- 8081/8080 Series LED .....Quantity \_\_\_\_\_
- 8080/8081 Series Incandescent .....Quantity \_\_\_\_\_

### Body Side Compartment Lamps

- 2631 Series LED Surface Mount Dome/Panel Light .....Quantity \_\_\_\_\_
- 1010-8100 Series LED Compartment Light .....Quantity \_\_\_\_\_
- 1010 Series Incandescent Compartment Light .....Quantity \_\_\_\_\_
- 9185-4000 Series 5.5" Round Incandescent Light .....Quantity \_\_\_\_\_
- 9186-2301 Series LED Courtesy Light .....Quantity \_\_\_\_\_
- 9186-5526 Series 4" Round LED Clear Light .....Quantity \_\_\_\_\_

### Multiplexing

- VFD Display .....Quantity \_\_\_\_\_
- Vista III Display .....Quantity \_\_\_\_\_
- Vista III Touch Screen Display .....Quantity \_\_\_\_\_
- Programmable On Demand Switches (PODS) .....Quantity \_\_\_\_\_
- 6500 Series Camera .....Quantity \_\_\_\_\_
- Integrated GPS System .....Quantity \_\_\_\_\_
- 6204-0000-00 Occupant Restraint Indicator .....Quantity \_\_\_\_\_
- 6444-0000-00 Vehicle Data Recorder (VDR) .....Quantity \_\_\_\_\_

### Portable & Extendable Lights, Reels & Electrical Accessories

- EJB Series Electrical Junction Box .....Quantity \_\_\_\_\_
- ECR Cord & ERWC Electric Cord Reel .....Quantity \_\_\_\_\_
- Yamaha Generator .....Quantity \_\_\_\_\_
- PL Series Portable Light .....Quantity \_\_\_\_\_
- DayMaker 12V 300w Incandescent w/Telescopic & Brackets .....Quantity \_\_\_\_\_
- NightBreaker 12v 150w HID w/Telescopic & Brackets .....Quantity \_\_\_\_\_
- Beta 4150 Series 12V w/Wire Guard & Telescopic .....Quantity \_\_\_\_\_
- 4750 Series Pull-up/Push-up Light System .....Quantity \_\_\_\_\_
- 4750 Series Extenda-POD Light Mounting System .....Quantity \_\_\_\_\_

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## WELDON STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale shall take precedence over any additional or conflicting provisions, terms, or conditions offered by Buyer or contained in any of Buyer's order forms except for instructions related to quantity or shipping of the goods. Any reference to "Supplier" herein shall mean Weldon, a division of Akron Brass Company.

- 1. Payment Terms:** Net-balance payable 30 days from date of billing, or as established by Supplier's credit department. In the event shipments are less than whole lots, pro rata payments are due from Buyer as shipments are made, and if shipments are delayed by Buyer said pro rata payments are due on the date when the Supplier is ready to ship. Prices quoted do not include taxes.
- 2. Cancellations:** Supplier will assess a 25% cancellation fee or \$100.00 cancellation charge; whichever is greater, to any and all cancelled orders of Supplier's standard goods that are canceled within thirty (30) days of the scheduled ship date. Custom or proprietary goods carry a 100% cancellation penalty if canceled within thirty (30) days of the scheduled ship date. Buyer's cancellation notice to Supplier must be in the form of standard mail or facsimile to Supplier's main office in Columbus, Ohio. Supplier will then confirm the cancellation and the cancellation fee due from Buyer.
- 3. Freight:** The goods shall be delivered F.O.B. Supplier's Columbus, Ohio plant. Title to the goods shall pass to the Buyer at the time Supplier delivers the goods to a common carrier for shipment in accordance with Buyer's instructions. In recognition of the fact that shipping dates are approximate, Supplier's liability shall not extend to any loss or expense incurred by Buyer due to Supplier's production or other delays.
- 4. Returns:** Supplier's Customer Service Department must authorize all returns in advance, with a Returned Goods Authorization (RGA) number assigned. Goods must be returned freight prepaid. Goods returned without a RGA number will not be accepted by Supplier's Receiving Department and will be shipped back to the original shipper at their expense. Non-warranty returns shall be assessed a 15% restocking fee; and goods may not be returned after one year from the original sale date.
- 5. Warranty:** The Supplier warrants that for a minimum period of twenty-four (24) months from the date of manufacture, goods sold hereunder will be free from defects in materials and workmanship. Supplier produces multiple goods, some having warranty periods beyond twenty-four (24) months; please call the Customer Service Department to obtain the exact warranty length for specific goods. All warranty periods commence from the date the goods were manufactured. The sole and exclusive remedy of the Buyer for a breach of the Supplier's warranty hereunder shall be the repair or replacement, at the Supplier's option, of any defective or non-conforming goods. This warranty shall apply only where the Buyer has returned the goods under a RGA, shipping costs prepaid by the Buyer, along with a detailed written notice of the alleged defects or deficiencies within ninety (90) days after such defect or nonconformity is discovered. This warranty does not extend to any goods that are considered by Supplier to be consumable or wear goods, or to goods that have been subjected to abuse, misuse, neglect or accident, or to any goods that has been repaired or altered by other than the Supplier. **THE WARRANTY SET FORTH IN THIS PARAGRAPH IS THE SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.**

THE SUPPLIER SHALL UNDER NO CIRCUMSTANCES BE LIABLE TO THE BUYER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, IRRESPECTIVE OF WHETHER THE ALLEGED BASIS FOR LIABILITY IS FOUNDED ON WARRANTY, CONTRACT, TORT, STATUTE, REGULATION, EQUITABLE CONSIDERATION OR ANY OTHER THEORY.

- 6. Indemnification:** The Supplier will indemnify, defend and otherwise hold harmless the Buyer from all cost, loss, damage or liability arising from any proceeding or claim brought or asserted against the Buyer to the extent such proceeding or claim is based on an allegation that the goods, as sold and delivered by the Supplier, infringe any patent, copyright, trademark or trade secret, provided the Buyer (i) promptly notifies the Supplier of any such proceeding or claim after it becomes known to the Buyer; and (ii) provides all the assistance and cooperation that the Supplier may reasonably request; and (iii) agrees that Supplier shall have sole control of the defense of any proceeding or claim. The Supplier shall not be liable to the Buyer under any provision of this paragraph to the extent that any claim is based upon: (1) a use for which the goods was not designated by the Supplier; or (2) an alteration of the goods by the Buyer or a third party which such alteration is the basis for the alleged infringement; or (3) any sale or use of an outmoded goods for which the Supplier offers non-infringing goods with the same functional characteristics or for use in the same applications. Further, should the Buyer be enjoined from using goods furnished by the Supplier because of an infringement, the Supplier shall at its own expense procure the right to continue using the goods or replace or modify the goods so that they become non infringing, or at the Supplier's option, refund to the Buyer the purchase price of such goods. The Supplier shall have no further liability to the Buyer for intellectual property infringement other than as expressly set forth in this paragraph.

The Buyer agrees to indemnify, defend and hold harmless the Supplier from and against any and all cost, loss, damage, injury, claims, liabilities, or demands (including the cost, expenses and reasonable attorney's fees on account thereof) which may be made against the Supplier which are alleged to arise out of or relate to: (i) any representation, warranty statement or covenant made by the Buyer to any person regarding the goods or any applications thereof in excess or derogation of those permitted hereunder, unless the Supplier expressly approves in writing such representation, warranty, statement or covenant; and (ii) any negligent or other wrongful act or omission of the Buyer and its agents; and (iii) any change made in the goods (or the Supplier provided documentation) by the Buyer without the Supplier's express written consent or Buyer's use of the goods in a manner or application for which the goods was not designed for by Supplier.

- 7. Force Majeure:** Except for payment obligations, the consequences, direct or indirect, of labor troubles, fires, accidents, floods, war, shortage or transportation failure, suspension or curtailment of production due to shortage or supply of raw materials or other economic factors, government acts or requirements and any and all like or different causes beyond the control of the parties hereto shall excuse performance by either party to the extent by which performance is prevented thereby. Supplier will advise Buyer of any such delays and will revise delivery schedules accordingly.
- 8. Export:** Goods purchased or received under these Standard Terms and Conditions of Sale may be subject to export control laws, restrictions, regulations and orders of the United States. Buyer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any such United States or foreign law or regulation. Buyer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List and is not otherwise prohibited by law from purchasing the goods sold hereunder. Buyer shall be responsible to obtain any license to export, re-export or import as may be required.
- 9. Governing Law:** These Standard Terms and Conditions of Sale shall be governed and construed in all respects in accordance with the laws of the State of Ohio and each party hereby submits to the non-exclusive jurisdiction of the courts of the State of Ohio. The provisions of the United Nations on contracts for the International Sale of Goods ("CISG") and the Contracts (Rights of Third Parties) Act of 1999 are expressly excluded from this Agreement, if otherwise applicable.
- 10. Termination:** Supplier, in its sole discretion, may evaluate Buyer's financial condition and may cancel any order if in Supplier's judgment the Buyer would be unable to meet its obligation, unless the Buyer shall upon written notice immediately pay for all goods delivered or shall pay in advance for all goods not delivered in accordance with Supplier's discretion.
- 11. Severability:** The provisions of these Standard Terms and Conditions of Sale are severable. Should any court of competent jurisdiction hold any of these clauses to be unlawful, such holding shall not invalidate all of the clauses, but rather, the unlawful clause shall be severed and the remaining provisions shall be fully enforceable.
- 12. Miscellaneous:** These Standard Terms and Conditions of Sale is the entire agreement between the parties and supersedes all prior agreements, correspondence and understandings relating to the subject matter hereof. No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any amendments to these Standard Terms and Conditions of Sale must be made in writing and signed by a duly authorized officer of the Supplier. The headings herein are for convenience only and shall not affect interpretation.
- 13. A \$50.00 minimum order** requirement applies to all shipments. Shipments under \$50.00 will be assessed a \$25.00 fee.