



Schilling Graphics
275 Gelsanliter Road
P.O. Box 978
Galion, OH 44833
Tel: 419.468.5794
Fax: 419.468.7999

GENERAL CONDITIONS OF SALE

1. Prices and delivery terms are subject to change without notice from Seller. If any such adjustment with respect to any product shall be unacceptable to Buyer, and Buyer shall notify Seller to that effect in writing within fifteen (15) days after receipt by it of notice of such adjustment, this contract shall terminate insofar as it relates to such product, but otherwise shall continue in full force and effect. The failure of Buyer to so notify Seller within such time shall be deemed an acceptance by Buyer of such changes.
2. Any tax, excise or other charge imposed or levied by any governmental or taxing authority (other than on income) in respect of the products covered hereby or in respect of the manufacture, transportation or sale thereof, shall be added to the purchase price hereunder and be borne by Buyer.
3. Payments hereunder shall be made in lawful money of the United States within thirty (30) days from date of invoice. In the event Buyer shall be in default with respect to any payment, or if Seller shall at any time have doubt as to Buyer's financial responsibility, Seller may decline to make further deliveries hereunder except upon receipt of cash or satisfactory security in respect thereof as well as in respect of past deliveries.
4. In consideration of services provided by Seller, invoiced amounts may be subject to a .83% per month late fee.
5. Any estimated amounts of the respective products set forth in Buyer's order and agreed to by Seller are maximum amounts of such products which the Seller may be required to deliver hereunder. Deliveries of products hereunder shall be in approximately equal quarterly installments, not cumulative, and Seller may, at its option, decline to deliver during any quarter more than the amount of such quarterly installment.
6. In the event that due to strikes or other labor difficulties, shortages of supplies or materials, war or governmental intervention or direction, including priorities or allocations established by any governmental agency or official, transportation delays or inadequacies, or any other contingency beyond the control of the Seller, Seller shall be unable to supply Buyer with the products in the amounts and at the times herein provided from Seller's normal sources of supply, Seller shall be relieved, without liability, from its obligation to supply products hereunder. In the event of a shortage or anticipated shortage of supplies, utilities or materials affecting the production, shipment or delivery of products caused by any of the above mentioned contingencies, Seller will, subject to Seller's sole discretion, (i) allocate its resources for use in Seller's production facilities, and (ii) allocate its products among its buyers. The allocations made by Seller shall be conclusive and binding upon Buyer. Seller shall not be obliged to make-up any deficiencies hereunder due to any such cause. If any such failure of delivery by Seller or any such proration of any product hereunder shall continue for longer than 30 days, Buyer may, at its option, upon written notice to Seller terminate this contract insofar as it relates to future deliveries of such product, but otherwise this contract shall continue in full force and effect.
7. Each delivery hereunder shall be treated as a separate transaction; but if Buyer is in default under this or any other contract with the Seller, the Seller may, without prejudice to any other legal remedy, upon notice to Buyer, terminate this contract as to future deliveries.
8. **IMPORTANT:** The following supersedes any provisions in Buyer's forms, letters and papers. **SELLER MAKES NO WARRANTY, WHETHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.** No statements or recommendations contained in product literature are to be construed as inducements to infringe any relevant patent now or thereafter in existence. Seller neither assumes nor authorizes any representative or other person to assume for it any obligation or liability other than such as is expressly set forth herein. **UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES FROM ALLEGED NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, TORT, CONTRACT, OR ANY OTHER LEGAL THEORY, ARISING OUT OF THE USE OR HANDLING OF THE PRODUCTS.**
9. The Buyer agrees to make an examination and test of all products delivered hereunder upon arrival. No claim of any kind whatsoever, whether arising in contract, tort, negligence, breach of warranty, strict liability, or otherwise, as to products delivered or for non-delivery of products, shall be greater in amount than, and the sole liability of Seller and the sole remedy of Buyer to any claims shall be for the purchase price of the products in respect of which such claim is made. Failure to give notice of claim within thirty (30) days from date of delivery, or date fixed for delivery as the case may be, shall constitute a waiver by Buyer of all claims in respect of such products. Seller's liability as to delivery ceases upon making delivery of the products purchased hereunder to carrier at shipping point in good condition; the carrier acting as Buyer's agent.
10. Buyer may not assign its rights hereunder or delegate the performance of its obligations hereunder, without the prior written consent of the Seller. Such consent shall not be unreasonably withheld. Any attempted assignment in violation of this provision is wholly void and totally ineffective for all purposes.
11. Price is F.O.B. shipping point, unless otherwise stated.
12. This contract shall in all respects be construed and enforced in accordance with, and governed by, the laws of the State of Ohio which would be applicable to contracts made and performed in Ohio.
13. Usual, additional charges will apply on those items requiring packing over and above normal seller procedures.
14. Any technical advice furnished by the Seller with reference to the use of its products is given gratis and Seller assumes no obligation or liability for the advice given or results obtained, and **ANY TECHNICAL ADVICE FURNISHED BY SELLER SHALL NOT CONSTITUTE A WARRANTY WHICH IS EXPRESSLY DISCLAIMED, ALL SUCH ADVICE BEING GIVEN AND ACCEPTED AT BUYER'S RISK.**
15. These General Conditions of Sale and the Particular Conditions of Sale on the Seller's form, if any, comprise the entire agreement between the Buyer and the Seller, and merge and supersede all prior understandings and representations (oral or written) between the Buyer and the Seller as to the subject matter herein, and supersede any provisions in Buyer's forms, letters, documents or papers. No subsequent agreement amending, supplementing or terminating the General Conditions of Sale or Particular Conditions of Sale, if any, including, but not limited to changes, alterations or erasure, or additions to, deletions from, the printed or typewritten portions of the General Conditions of Sale or the Particular Conditions of Sale shall be binding upon Seller unless and until it has been signed by a duly authorized representative of Seller. Commencement of performance hereunder or under any such amended or subject agreement shall not be a waiver of the requirements of this paragraph.