The goods, services or work (referred to as the “Products”) offered by Parker-Hannifin Corporation, its subsidiaries, groups, divisions, and authorized distributors (“Seller”) are offered for sale at prices indicated in the offer, or as may be established by Seller. The offer to sell and the Products and acceptance of Seller’s offer by any customer (“Buyer”) is contingent upon, and will be governed by all of the terms and conditions contained in this Offer of Sale. Buyer’s order for any Products specified in Buyer’s purchase order document, offer, proposal or quote (“Quote”) attached to the purchase order, when communicated to Seller verbally, or in writing, shall constitute acceptance of this offer.

1. Terms and Conditions. Seller’s willingness to offer Products for sale or accept an order for Products is subject to the acceptance of these terms and conditions. Buyer’s purchase of Products, inquiries, negotiations, discussions, judgments and costs (including attorney fees and defense costs), whether for personal injury, property damage, patent, trademark or copyright infringement or any other claim, brought by or incurred by Buyer, Buyer’s employees, or any other person, arising out of: (a) improper selection, application, use, installation, modification, or maintenance of the Products by Buyer; (b) any act or omission, negligent or otherwise, of Buyer; (c) Seller’s use of patterns, plans, drawings, or specifications furnished by Buyer to manufacture Products; or (d) Buyer’s failure to comply with these terms and conditions. Seller shall not indemnify Buyer under these terms and conditions.

2. Price; Payment. Prices stated on Seller’s Quote are valid for thirty (30) days, except as explicitly otherwise stated therein, and do not include any sales, use, or other taxes or duties unless specifically stated. Seller reserves the right to modify prices to adjust for any raw material price fluctuations. Unless otherwise specified by Seller, all prices are F.O.B. Seller’s facility. No discount shall be allowed except as otherwise agreed upon orally or in writing for all purchases is due thirty (30) days from the date of invoice (or such date as may be specified by Seller’s Credit Department). Unpaid invoices beyond the specified payment date incur interest at the rate of 1.5% per month or the maximum allowable rate under applicable law.

3. Shipments; Delivery; Title and Risk of Loss. All delivery dates are approximate. Buyer is not responsible for damages resulting from any delay. Regardless of the manner of shipment, delivery occurs and title and risk of loss or damage pass to Buyer upon shipment of the Products with the carrier selected by Seller’s facility. Unless otherwise agreed, Seller will ship Products F.O.B. Seller’s facility. Buyer shall be responsible for all additional shipping charges incurred by Buyer due to Buyer’s acts or omissions.

4. Warranty. Seller warrants that the Products sold hereunder shall be free from defects in material or workmanship for a period of twelve (12) months from the date of delivery or 2,000 hours of normal use, whichever occurs first. All prices are based upon the exclusive limited warranty stated above, and upon the following disclaimer: DISCLAIMER THEREOF. ALL OTHER WARRANTIES INCLUDING IMPLIED WARRANTIES PROVIDED BY THE SALE OF THE PRODUCTS HEREUNDER ARE EXCLUDED EXCEPT AS OTHERWISE PROVIDED. NO EVENT IS SELLER LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR AS THE RESULT OF THE SALE, DELIVERY, NON-DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF REPAIRING OR REPLACING ANY PRODUCT. SELLER DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Claims: Commencement of Actions. Buyer will promptly inspect all Products upon receipt. No claims for shortages will be allowed unless reported to the Seller within ten (10) days of delivery. No other claims against Seller will be entertained unless asserted in writing within thirty (30) days after delivery. Seller shall notify Buyer of any alleged breach of warranty within thirty (30) days after the date the defect is or should have been discovered by Buyer. Any claim or action against Seller based upon breach of warranty or any other obligation under these terms and conditions (whether expressed or implied, including negligence, or otherwise) must be made in writing within twelve (12) months from the date of the alleged breach or other alleged event, without regard to the date of the discovery.

6. LIMITATION OF LIABILITY. IN THE EVENT OF A BREACH OF WARRANTY, SELLER WILL, AT ITS OPTION, REPAIR OR REPLACE A DEFECTIVE PRODUCT, OR THE PURCHASE PRICE OF THE PRODUCTS. BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF REPAIRING OR REPLACING ANY PRODUCT. SELLER DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. User Responsibility. The user, through its own analysis and testing, is solely responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Products or systems.

8. Loss to Buyer’s Property. Any designs, tools, patterns, materials, drawings, confidential information, or data used or purchased by Buyer, or any other items which become Buyer’s property, will be considered obsolete and may be destroyed by Seller without regard to the date of discovery.

9. Special Tooling. A tooling charge may be imposed for any special tooling, including without limitation, dies, fixtures, molds and patterns, acquired to manufacture Products. Such special tooling shall be and remain Seller’s property notwithstanding payment of any charges by Buyer. In no event will Buyer acquire any interest in apparatus, machinery, equipment, or the like, unless Seller is in Seller’s possession or control.

10. Buyer’s Obligation: Rights of Seller. To secure payment of all sums due or otherwise. Seller retains a security interest in all Products delivered to Buyer and this agreement is deemed to be a Security Agreement under the Uniform Commercial Code. Buyer authorizes Seller as its attorney to execute and file on Buyer’s behalf all documents Seller deems necessary to perfect its security interest.

11. Improper Use and Indemnity. Buyer shall indemnify, defend, and hold Seller harmless against all losses, claims, judgments and costs (including attorney fees and defense costs), whether for personal injury, property damage, patent, trademark or copyright infringement or any other claim, brought by or incurred by Buyer, Buyer’s employees, or any other person, arising out of: (a) improper selection, application, use, installation, modification, or maintenance of the Products by Buyer; (b) any act or omission, negligent or otherwise, of Buyer; (c) Seller’s use of patterns, plans, drawings, or specifications furnished by Buyer to manufacture Products; or (d) Buyer’s failure to comply with these terms and conditions. Seller shall not indemnify Buyer under these terms and conditions.

12. Cancellations and Changes. Buyer may not cancel or modify or cancel any order for any reason, except with Seller’s written consent and upon terms that will indemnify, defend and hold Seller harmless against all direct, incidental and consequential loss or damage. Buyer may change Product features, specifications, designs and availability.

13. Limitation on Assignment. Buyer may not assign its rights or obligations under this agreement without the prior written consent of Seller.

14. Force Majeure. Seller does not assume the risk and is not liable for delay or failure to perform any of Seller’s obligations by reason of events or circumstances beyond its reasonable control (hereinafter “Events of Force Majeure”). Events of Force Majeure shall include without limitation: accidents, strikes or labor disputes, acts of any government or any government agency or authority, acts of nature, delays or failure in delivery from carriers or suppliers, possession of material, or any order of or any request by any government, state or local agency.

15. Waiver and Severability. Failure to enforce any provision of this agreement will not invalidate that provision; nor will any such failure prejudice Seller’s right to enforce that provision in the future. Invalidation of any provision of this agreement by legislation or other rule of law shall not invalidate any other provision herein. The remaining provisions of this agreement will remain in full force and effect.

16. Termination. Seller may terminate this agreement for any reason and at any time by giving Buyer thirty (30) days prior written notice. Seller may immediately terminate this agreement, in writing, if: (a) breaches any provision of this agreement (b) appoints a trustee, receiver or custodian for all or any part of Buyer’s property (c) files a petition for relief under the United States Bankruptcy Code, (d) makes an assignment for the benefit of creditors; or (e) dissolves its business or liquidates all or a majority of its assets.

17. Governing Law. This agreement and the sale and delivery of all Products are deemed to have taken place in, and shall be governed and construed in accordance with, the laws of the United States of America, and the country or countries in which Buyer may operate, without regard to conflicts of laws principles. Buyer irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts of Cuyahoga County, Ohio with respect to any dispute, controversy or claim arising out of or relating to this agreement.

18. Indemnity for Infringement of Intellectual Property Rights. Seller is not liable for infringement of any patents, trademarks, copyrights, trade dress, trade secrets or similar rights except as provided in this Section. Seller will defend and indemnify Buyer against allegations of infringement of U.S. patents, U.S. trademarks, copyrights, trade dress and trade secrets (“Intellectual Property Rights”). Seller will defend at its expense and will pay the costs and expenses of any assertion or defense of such infringement. Buyer agrees that it will not assert, or cause to be asserted, any such allegations or actions except as otherwise provided herein. Buyer agrees to make it noninfringing, or offer to return to Seller the Product sold pursuant to this agreement and refund the purchase price of the Product sold pursuant to this agreement, in accordance with the terms of the Sale Agreement, or if the Product is not refundable, then Buyer agrees to sell the Product to Seller at a price not less than the fair market value of the Product, and Buyer agrees to be bound by the terms of the Sale Agreement. Buyer agrees to indemnify, defend, and hold Seller harmless from the consequences of any violation of such provisions by Buyer, its employees or agents. Buyer acknowledges that it is familiar with the provisions of the U.S. Patent Act, the U.S. Copyright Act, the U.S. Trademark Act, the U.S. Antitrust Act (“Antitrust Act”) and the U.S. Food Drug and Cosmetic Act (“FDCA”). Buyer agrees to indemnify, defend, and hold Seller harmless from the consequences of any violation of such provisions by Buyer, its employees or agents. Buyer acknowledges that it is familiar with the provisions of the U.S. Patent Act, the U.S. Copyright Act, the U.S. Trademark Act, the U.S. Antitrust Act (“Antitrust Act”) and the U.S. Food Drug and Cosmetic Act (“FDCA”), each as currently amended, and the rules and regulations promulgated under such laws by the U.S. Department of Justice, the U.S. Federal Trade Commission and the U.S. Food and Drug Administration.

19. Entire Agreement. This agreement contains the entire agreement between the Buyer and Seller with respect to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter hereof. The terms contained herein may not be modified in writing unless signed by an authorized representative of Seller.

20. Compliance with Laws. Buyer agrees to comply with all applicable laws, regulations, and industry and professional standards of care, including those of the United Kingdom, the United States, the European Union, and the country or countries in which Buyer may operate, including without limitation the U. K. Bribery Act, the U.S. Federal Corrupt Practices Act (“FCPA”), the U.S. Antitrust-Kitthack Act (“Antitrust-Kitthack Act” and the U.S. Food Drug and Cosmetics Act (“FDCA”), each as currently amended, and the rules and regulations promulgated under such laws by the U.S. Department of Justice, the U.S. Federal Trade Commission and the U.S. Food and Drug Administration.

21. 05/14