

STANDARD TERMS AND CONDITIONS OF SALEDMG

ACCEPTANCE

All orders are subject to review and acceptance by Davenport Manufacturing Group, LLC. (“DMG”).

TERMS

Payment terms are NET 30, unless otherwise noted on DMG order acknowledgment. Unless otherwise noted, freight charges will be prepaid and added to invoice.

DELIVERY

Estimated delivery dates are based upon engineering and production time needed to process the customer requirement, once all pertinent specifications and approved drawings are received by DMG. In the event that it is necessary to revise the order specifications, design or conditions of sale, a revised delivery date will be established and acknowledged. The purchaser shall not hold DMG responsible for any delay or for any damages suffered by the purchaser by reason of any delay due to any causes beyond the control of DMG.

DAMAGE OR LOSS IN TRANSIT

Delivery of goods to a carrier in DMG’s plant or other shipping point shall constitute delivery. Exception would be shipments routed via DMG truck, upon which liability for loss or damage will pass to Purchaser upon delivery to customer location.

LIMITED WARRANTY

DMG warrants that the product it delivers will conform to the specifications accepted on the Sales Order. In the event the product as delivered does not conform to the Sales Order, DMG at its cost, shall repair the defect(s), replace the goods, or pay others to repair the goods to conform the product to the order specifications. **NO RETURNS OR THIRD PARTY REPAIR WILL BE PAID BY DMG WITHOUT THE PRIOR WRITTEN APPROVAL OF A DMG OFFICER.**

The foregoing warranty is in lieu of all other warranties expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event will DMG be responsible for any lost profits, or other incidental or consequential damages as those terms are defined in the Ohio version of the Uniform Commercial Code UCC 2-715. In no event will DMG be liable under this warranty to any non-contract party.

DMG limits its liability for actual damages to customer’s property or personnel due to a breach of the foregoing warranty, to the monetary equivalent of the contract price.

Ohio law shall govern this contract and warranty. No action, regardless of form, arising out of goods supplied or services performed pursuant to the sales contract, may be brought by either party more than one year after the cause of action has accrued.

NON-DISCLOSURE STATEMENT

All designs, specifications and technical data relative to a non-catalog production item will be held confidential between the purchaser and DMG. All drawings for approval or technical data supplied by DMG is intended solely for the benefit of the purchaser in design development and approval, and is not to be divulged to others where such action would be harmful to DMG or purchaser.

EFFECTIVITY

Terms and conditions of sale are subject to change without notice. All clerical errors are subject to correction. Catalog weights and dimensions are careful estimates, but are not guaranteed.