



Lechler, Inc.  
Precision Spray Nozzles & Systems  
445 Kautz Road  
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## TERMS AND CONDITIONS OF LECHLER, INC. FOR PURCHASE OF GOODS

All proposals, all orders accepted, and all sales are made subject to the terms described herein and shall be governed by these terms of this proposal and the Terms and Conditions of Lechler, Inc. (hereinafter called the "Seller") which are attached. "Buyer" is defined as the purchaser of goods or services provided by the Seller.

**DRAWINGS:** All drawings, sketches, and/or pictures supplied by Seller with this proposal are approximate. These drawings and all information therein are the property of Seller and must not be made public or copied and are subject to return upon demand. They are submitted to indicate the general style, arrangement, and approximate dimensions of the product(s) quoted. Seller will not provide detailed or factory working drawings for any part of the product(s) offered.

**PROPRIETARY INFORMATION:** All information furnished by Seller or any other person acting on behalf of Seller and all information learned or observed about Seller or its operations through this proposal is confidential. Buyer shall not disclose any such information to any other person, or use such information for any purpose other than completing purchase of the product or service covered in the proposal without Seller's expressed written consent. All information in tangible form, including drawings, samples, models, specifications, or other documents provided by Seller and all copies and duplications thereof shall be returned to Seller promptly upon request.

**WAIVER OF DEFAULT:** Forbearance or failure of Seller to enforce any of the conditions or any of the other terms of the proposal or to exercise the right occurring from any default of the Buyer shall not affect or impair Seller's rights upon continuance of such default nor does such forbearance or failure constitute a waiver of any future default.

**COMPLIANCE WITH EXPORT REGULATIONS:** If any products covered by this proposal are to be exported from the United States of America, this proposal shall be subject to, and Buyer shall comply with, all requirements of the Export Control Act and other legislation and regulations relating to exports. Buyer's failure to comply with the laws or regulations of any State or National Government shall not excuse performance by Buyer hereunder.

**DELIVERY:** Shipping dates given by Seller are approximate good faith estimates and are based on prompt receipt of deposit (if required), purchase order, and all necessary information regarding the order. Seller will use its best efforts to meet the scheduled date shown on the quotation but does not guarantee to do so. Premium time will not be used to meet the scheduled delivery unless it is specifically included in the attached quotation. Failure to make shipments as scheduled does not constitute a cause for cancellation and/or damages of any kind. In the event of any delay requested by the Buyer or any delay caused by lack of shipping instructions, Seller will store all items ordered at the Buyer's risk and expense and will invoice the Buyer for the full contract price of the product on or after the date on which the same is ready for delivery. Seller is not responsible for any loss, damage, or delay that may occur after the goods have been accepted for shipment by the transportation company.

**LIABILITY:** In no event shall Seller be liable for consequential or special damages of any kind.

**ORDERS:** Buyer's orders are not binding upon Company until accepted in writing by an authorized employee at Seller's offices.

**DELIVERY AND RISK OF LOSS:** Title to and all risk of loss of goods sold hereunder shall pass to Buyer upon delivery FOB manufacturer's plant to an agent of the Buyer including a common carrier irrespective of method of shipment and method of payment for shipment, except that a security interest in the goods shall remain in Seller until the full price has been paid in cash. At the request of Seller, Buyer agrees to do all acts necessary to perfect and maintain said security interest, and to protect Seller's interest by adequately insuring goods against loss or damage from any external cause with Seller named as insured or co-insured in the absence of a designation of a carrier or destination by Buyer. Seller will address shipments to the address specified by the Buyer by such carrier as Seller deems appropriate. Seller reserves the right to make partial shipments.

**EXAMINATION, SUITABILITY AND CLAIMS:** Buyer shall examine and test each shipment of goods within three (3) working days upon delivery to Buyer and before any part of the goods has been changed from its original condition. Buyer hereby waives all claims for any cause after any part of the goods has been treated, processed or changed in any manner except for reasonable test quantities.



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Buyer assumes sole responsibility for determining whether the goods are suitable for the contemplated use regardless of whether or not such use is known to Seller. Buyer waives all claims of which Seller is not notified in writing within thirty (30) days after delivery of the goods or with regard to goods disposed of or returned without Seller's consent.

**WARRANTIES, REMEDIES AND LIMITATIONS:** Seller warrants that the product(s) when installed will be in normal working order and that under normal use, maintenance and conditions will be free from defects in workmanship and material for a period of one (1) year from date of delivery by Lechler. The Seller's obligation hereunder is expressly limited to the repair or replacement (at Lechler's election) of such parts as may be defective and are returned to Seller, freight prepaid, within the warranty period, and which are proven to be defective upon inspection by Lechler. If not repaired or replaced by Lechler, the Seller's liability shall be limited to the stated selling price of such returned parts that are defective.

Except as set forth above, Lechler makes no other warranties of any kind, expressed or implied, and all implied warranties including those of merchantability and fitness for a particular purpose, are hereby disclaimed by Lechler and excluded from this warranty. Lechler shall not have any obligation or liability for delays in making deliveries or repairs, in any event for damages, including but not limited to special, resulting or consequential damages or loss of profit arising out of or in connection with the use or performance of product(s) or occasioned by any breach of warranty.

Any separately listed item of the product(s) that is not manufactured by Lechler shall be covered only by the expressed warranty of the manufacturer thereof.

**PRICES, CREDIT AND PAYMENT:** Buyer shall pay for goods according to the terms of payment as specified on the face hereof or those terms specifically quoted to Buyer in writing. Progress payments shall become due as specified by the payment schedule agreed upon by both Seller and Buyer. Prices are subject to change without notice.

If payments are not made in conformance with the terms stated herein, the contract price shall, without prejudice to Seller's right to immediate payment, be increased by 1.5% per month on the unpaid balance, but not to exceed the maximum amount permitted by law. If at any time in Seller's judgment Buyer may be or may become unable or unwilling to meet the terms specified, Seller may require satisfaction assurances of full or partial payment as a condition to commencing or continuing manufacture or in advance of shipment, and if shipment has been made, may recover the goods from the carrier.

If Seller is prevented from revising prices or from continuing any price already in effect by any contract or any undelivered portion thereof without liability to Buyer upon written notice of such termination to Buyer.

**TAXES, DUTIES AND EXCISES:** In the absence of satisfactory evidence of exemption supplied to Seller by Buyer, Buyer shall pay in addition to the price of the goods all taxes, duties, excises or other charges for which Seller may be responsible for collection or payment to any government (national, state or local) upon, measured by relating to the importation, exportation, production, or any phase or part of the production, storage, sale, transportation and/or use of the goods identified on the face hereof.

**STORAGE:** Any item of the product(s) on which manufacture or delivery is delayed by causes within Buyer's control or causes which effect Buyer's ability to receive the product(s) may be placed in storage by Seller for Buyer's account and at Buyer's risk.

**SPECIAL SHIPPING DEVICES:** The value of each special shipping device used by Seller to contain or protect the product(s) in shipping will be invoiced to Buyer as a separately stated addition to the contract price.

**PATENTS:** Seller shall pay costs and damages finally awarded in any suit against Buyer or its customers to the extent based upon a finding that the design or construction of the product(s) as furnished infringes a United States patent (except infringement occurring as a result of incorporating a design or modification of Buyer's request), provided that Buyer promptly notifies Seller of any charge of such infringement and Seller is given the right at its expense to settle such charge and to defend or control the defense of any suit based upon such charge. This paragraph sets forth Seller's only liability with respect to patents.

**INVENTION AND DATA RIGHTS:** Buyer acknowledges that the services to be performed and the products(s), information or data, if any, to be furnished hereunder are not otherwise readily available to Buyer in the commercial market and may not have been previously rendered or furnished by Seller on a commercial basis and, accordingly, during the course of performance by Seller hereunder certain inventions, patentable or otherwise, may be conceived or reduced to practice by Seller. Buyer hereby expressly agrees for itself and its



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agents and employees that all rights, patents, inventions, discoveries and improvements resulting from performance by Seller hereunder shall be and remain the sole and exclusive property of Seller. Buyer hereby expressly agrees not to assert any claim against Seller by reason of Seller's use or alleged use of any such information for any purpose.

**CONFIDENTIALITY:** Except for information expressly designed as a deliverable item Buyer will hold confidential and will not without Seller's written permission use, copy or disclose to any person, except its employees and agents who have need thereof in the course of performance of their work, any designs, drawing, specifications, technical data, models, manufacturing processes or methods, trade secrets or proprietary data that may be disclosed to representatives of Buyer by Seller incident to performance hereunder, and will inform all persons to whom the same are disclosed of their obligation of confidentiality with respect thereto.

**FORCE MAJEURE:** Buyer acknowledges that the goods called for hereunder are to be specifically manufactured by Seller or its suppliers to fulfill this order and that delivery dates are based on the assumption that there will be no delay due to causes beyond the reasonable control of Seller or its supplier. Seller shall not be charged with any liability for delay or non-delivery when due to delay of suppliers, production problems, acts of God or the public enemy compliance with any applicable foreign or domestic court order or governmental regulation, order or request whether or not it proves to be invalid, fires, riots, labor disputes, unusually severe weather, or any other cause beyond the reasonable control of Seller. During the period when deliveries are affected by the matters identified in this Section, Seller may omit delivery during the period of continuance of such circumstances and the contract quantity shall be reduced by the quantity so omitted, but this contract shall remain otherwise in effect. Seller shall endeavor to allocate any available goods among all Buyers including its own divisions, departments and affiliates in such manner as it considers fair.

**ASSIGNMENT AND NON WAIVER:** This contract is not assignable or transferable by Buyer whether voluntary or by operation of law, in whole or in part, without the prior written consent of Seller.

Seller's failure to insist upon strict performance of any provision hereof shall not be deemed to be a waiver of Seller's rights or remedies or a waiver by Seller of any subsequent default by Buyer in the performance of or compliance with any of the terms hereof.

**SEPARATE CONTRACTS:** Each delivery shall stand and may be recovered as a separate and independent contract. If Buyer fails to fulfill the terms of order, purchase or payment under this or any contract with Seller, Seller without prejudice to other lawful remedies, may as its option defer shipments hereunder until such default is made good, treat such default as a breach of this entire contract or terminate this contract.

**ENTIRE CONTRACT AND CONSTRUCTION:** The contract between Buyer and Seller with regards to the goods identified on the face hereof consists in its entirety of the terms and conditions appearing on the face and back of this document in lieu of all others, and supersedes all previous communications, representations or agreements, either oral or written, including but not limited to purchase orders of Buyer, between the parties hereto with respect to the subject matter hereof. No modification shall be created by the acknowledgment or acceptance of Buyer's purchase order forms or other documents containing terms or conditions different from or in addition to those contained herein.

Acceptance or use by Buyer of any goods delivered hereunder shall be an acceptance of these terms as the only terms and conditions applying to the purchase and sales of said goods unless other terms and conditions are agreed to in writing signed by both parties specifically referring to this contract. A variance from these terms and conditions in any order or notification from the Buyer will be of no effect.

This contract shall be interpreted in accordance with and the construction thereof shall be governed by the laws of the State of Illinois. Any dispute arising hereunder shall be decided according to the law and in the courts of the State of Illinois to whole jurisdiction the parties submit herewith.

If any provision of the contract, or its application to any person or circumstance, is invalid or unenforceable, then the remainder of this contract or the application of such remainder to other persons or circumstances shall not be affected hereby.



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**ACKNOWLEDGMENT:** Buyer acknowledges that Buyer has read this agreement and understands it and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals, oral or written, and all the communications between the parties relating to the subject matter of this agreement, including any order submitted by Buyer to Seller.