

AIM ATTACHMENTS WARRANTY

I. PROPRIETARY INFORMATION - Any specification, drawings, designs, manufacturing data and/or other information transmitted to Buyer in connection with the performance of this order are the property of the Seller and are disclosed in confidence upon the condition that they are not to be produced or copied or used for furnishing information or equipment to others, or for any other purpose detrimental to the interest of the Seller.

II. PRICES - Prices are F.O.B. point of manufacture of shipment. Unless otherwise set forth, the Buyer agrees to pay all expenses including, but not limited to, transportation, handling, insurance, sales, excise and other applicable taxes levied on Buyer or AIM Attachments in conjunction with this sale.

III. CANCELLATION AND CHANGES - Changes made in the specifications shall be valid only if in writing signed by authorized representatives of the Buyer and AIM Attachments. AIM Attachments reserves the right to charge Buyer with any additional expense caused by changes in any order.

Changes made in shipping schedules or complete cancellation must be requested in writing. All such changes may be subject to charges imposed by the manufacturer, or may be refused altogether.

IV. RETURNS - No items may be returned to AIM Attachments without written approval and shipping instructions. All returns are subject to charges which will vary in accordance with the conditions, e.g. standard or special product, stocking or non-stocking items, quality, etc.

V. APPROVAL OF ORDERS - Any contract resulting from a quotation is subject to approval by AIM Attachments in writing. Any purchase order acknowledgment submitted by Buyer shall be deemed to constitute a confirmation and acceptance of the terms and conditions of this quotation, even if such document states terms additional to or different terms contained in any document submitted to AIM Attachments by Buyer. Signature by AIM Attachments on Buyer's purchase order acknowledgment form does not constitute acceptance of or agreement to any terms and conditions in addition to or different from those contained herein, but shall constitute only acknowledgment of receipt of such document.

VI. LIMITED WARRANTY AND DISCLAIMER

A. Equipment manufactured by AIM Attachments is warranted to be free from defects in materials or workmanship for a period of one (1) year from the date such products are shipped to the Buyer.

B. This warranty shall terminate in the event of alteration made or commenced by a party other than AIM Attachments without prior written approval of AIM Attachments.

EXCEPT AS SPECIFICALLY PROVIDED ABOVE IN VI A, AIM Attachments DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES WITHOUT RESPECT TO OR IN ANY WAY RELATING TO EQUIPMENT, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

VII. LIMITATION OF LIABILITY AND REMEDIES

A. The liabilities of AIM Attachments under its warranty in VI A & B shall be strictly and exclusively limited to furnishing materials required for repair

or replacement provided prompt notification in writing is given to AIM Attachments.

B. AIM Attachments shall not be liable or responsible for CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES for any cause arising out of or in connection with this agreement, including, but not limited to, downtime, overhead, labor, damage to machinery, interruption or spoiled production, loss of profit, accident or injury.

VIII. LITERATURE - AIM Attachments assumes no liability as to the accuracy of content of any advertising material or reference material. Advertising materials are submitted solely for the purpose of illustration and do not constitute any term of the proposal or sale.

IX. ERRORS - AIM Attachments reserves the right to correct any typographical or clerical errors which may be present in the prices, specifications, or acknowledgment.

X. DELAYS - AIM Attachments shall not be responsible for delays in delivery or any other non-performance of this agreement due to causes beyond its control, labor disputes or any other similar or dissimilar causes including, but not limited to, transportation availability, material shortages, or delay in delivery or failure to deliver by AIM Attachments' suppliers.

XI. SHORTAGES - No claim for shortage or error will be considered unless submitted in writing to AIM Attachments within ten (10) days after receipt of shipment by Buyer.

XII. SAFETY - The Buyer agrees to indemnify AIM Attachments and save AIM Attachments harmless from any liability or obligation incurred by AIM Attachments to persons injured directly or indirectly in connection with the installation, maintenance, or operation of the equipment sold hereunder because of the Buyer's negligent installation, maintenance or operation of the equipment, or because of the lack of devices on the equipment to protect personnel from injury while the equipment is in operation whether or not required by law or regulations of government bodies having jurisdiction.

XIII. WAIVER - There are not rights, warranties, or conditions expressed or implied, statutory or otherwise, other than those herein contained. This agreement contains the entire agreement between Buyer and AIM Attachments and can be modified or rescinded only in writing signed by both parties. No waiver of a provision of this agreement shall be binding unless in writing signed by an authorized representative of the party against whom the waiver is asserted, and, unless expressly made generally applicable, shall only apply to the specific case for which the waiver is given. Failure of either party to insist upon strict performance of this agreement shall not be construed as a waiver of any terms and conditions thereof.

XIV. COMPLIANCE WITH LAWS - Buyer, except as stated in Section XIII above, shall be responsible for compliance with the provisions of all federal, state and local laws and regulations, the violation of which may result in liability to Buyer, including the Fair Labor Standards Act of 1938 as amended. This order shall not be considered to be a subcontract under any government contract unless the Buyer specifically so states in writing. In such event, the Buyer and AIM Attachments agree to negotiate as to the terms and conditions in addition to the above which shall be included in such government contract.

XV. APPLICABLE LAW - Any contract resulting from this quotation shall be governed by the laws of the State of Ohio.