



## **BMP INDUSTRIES, LLC AND CONDITIONS OF SALE**

**Revised 4/2007**

**APPLICABILITY:** These terms and conditions of sale are applicable to sales made by BMP Industries, LLC, to any of its customers (hereafter "Customer"). By accepting delivery, Customer agrees to be bound by these terms and conditions of sale, notwithstanding Customer's terms and conditions – whether or not supplied to BMP at any time.

**ORDER ACKNOWLEDGEMENT:** Upon Customer's request, BMP will acknowledge receipt of hard copy purchase orders, and acceptance or denial, via fax or electronic means within three (3) working days

**ORDER MINIMUMS:** Unless other terms have been agreed to, minimums are \$150 per order.

**PRICE QUOTES:** Every effort will be made to maintain the listed or quoted prices; however, prices are subject to change, without notice, due to among other things changes in costs of material and/or manufacturing services. All acknowledgements by BMP to Customer is guaranteed price as stated on BMP's order acknowledgement.

**PAYMENT TERMS:** Shipments to a Customer who has not established credit terms will not be allowed. Therefore, credit terms must be established prior to Purchase Order (hereinafter "P.O"). Invoices will be faxed or electronically transmitted at the time of shipment. Payment from a Customer who has been given open terms should be mailed to the address shown on the invoice within thirty (30) days of receipt of the invoice or else such invoice balances will be subject to an interest charge of 1.5% per month until paid and any collection costs or fees incurred (unless special terms have been arranged). Accounts with unpaid balances over sixty (60) days or ten (10) days after agreed special terms will be placed on credit hold. BMP reserves the right to modify or withdraw credit terms and/or credit limits at any time without notice and to require guaranteed security or payment in advance for the amount of the order.

**CREDIT APPLICATION:** Customers that do not have credit terms with BMP must fill out and sign a "Credit Application" form then fax the completed form back to 440-965-5224. Once BMP has received a completed credit application, the Customer is eligible for a small line of instant credit. Customer's credit amount is subject to increase after review of Customer's credit application.

**DELIVERY:** Customer will be able to see lead times as detailed on all Quotes offered by BMP and again on the Order Acknowledgement. **ALL ORDERS WILL BE SHIPPED F.O.B. ORIGIN VIA FEDERAL EXPRESS, UNITED PARCEL SERVICE, UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE.**

**Rush Orders fees are as follows:**  
**Rush Orders are described on the Quote as agreed between the Customer and BMP.**  
**All Rush Orders are premium costs for all parts ordered by the Customer.**

**CERTIFICATION:** BMP maintains complete traceability on all items for the term specified between the Customer and BMP. All shipments are accompanied by Customer specified documentation as detailed on Customer's P.O..

**PACKAGING:** Special package markings (custom labeling) will be agreed upon at the time Customer's account is established, with any exceptions noted clearly on the purchase order. Please contact a BMP sales representative to arrange for custom labeling. If custom labeling is not requested, parts will be shipped with BMP's standard label.

**INDEMNIFICATION:** Seller shall indemnify and hold harmless BMP against any and all claims for U.S. or foreign patent, copyright, trademark, or other proprietary rights infringement. Seller shall defend at Seller's expense any and all infringement suits or actions of law or in equity brought against BMP and shall satisfy all judgments entered therein.

**RECEIVING INSPECTION:** All goods will be received by Customer and subjected to inspection, testing and rejection determined within ten (10) days after receipt of goods. If goods received are in non-conformance to specifications, drawing, or P.O., at BMP's discretion goods may be (1) returned at BMP's expense, (2) corrected/reworked or (3) replaced at BMP's expense. The aforesaid in no way relieves the Customer of its responsibility to inspect and verify that goods in every way meet P.O., print, and specification requirements.

**RETURN POLICY:** Under certain conditions, shipments of parts may be returned within sixty (60) days of the invoice date for reasons of quality. However, no return of any parts will be accepted after sixty (60) days. Within this time, please contact a BMP sales representative for a Return Material Authorizations (RMA) number. A Customer outside the United States will receive an International Return Instruction Form, which must be followed to avoid additional charges. Parts must be returned in the original BMP packaging and with a copy of the original shipment's paperwork. Parts not returned in BMP packaging, or without a valid RMA number, may not be accepted. After review by BMP a determination of the returned parts, BMP will either issue a credit memo to the Customer or replace the parts as agreed between the parties.

**WARRANTY:** BMP warrants the material and manufacturing of the Customer's parts to be within the dimensions as dictated by the Customer's drawings, blueprints or sketches.

**EXPORT RESTRICTIONS:** Customer agrees that it will not export or re-export any parts or technology received from BMP except in full compliance with all United States laws and regulations including the Export Administration Regulations and the

International Traffic in Arms Regulations. In particular, such products may not be exported or re-exported to a national or resident of any country to which the United States embargoes goods without appropriate approvals or licenses, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. In addition, Customer is responsible for complying with any local laws in the Customer's country, which may impact Customer's right to import, export, or use in parts.

**CHOICE OF LAW:** This agreement shall be deemed to have been made in the State of Ohio, U.S.A. and shall be interpreted in accordance with the law of the State of Ohio without regard to conflict of law principles. Customer consents to the exclusive jurisdiction of the state and federal courts of the state of Ohio, U.S.A., for determination of any claim or controversy between the parties and arising out of or relating to these terms and conditions of sale. In the event that BMP shall engage an attorney or commence an action against Customer arising out of facts and circumstances related to these terms and conditions of sale including, but not limited to, Customer's breach of any obligations hereunder, BMP shall be entitled to recover its reasonable attorney's fees, costs and other disbursements incurred in connection therewith.