Leff Electric Terms & Conditions

1. **GENERAL**

Merchandise received after the 25th will be treated as the first of the following month. Invoices on drop shipments must be in our hands by the 25th for us to handle as of that month. Invoices to stock must be in our hands by the last day of that month.

Merchandise and/or invoices received after above dates will be processed for payment as of the following month.

If unable to ship this merchandise within 30 days of required delivery date, please request authorization to ship. We reserve the right to cancel this order at any time.

All merchandise shipped F.O.B. door.

It is agreed that goods shall comply with all federal laws relative thereto and that you will defend and save harmless the company from loss, lost or damage by reason of actual or alleged infringements of letters patent concerning same.

Receipt of this order must be immediately acknowledged and unless your acknowledgment is qualified it may be considered an acceptance by us. Please give shipping date. No charge shall be made for boxing, crating or drayage unless authority for such charge is expressly incorporated in this order.

If prices are higher than specified, do not ship. Advise us if prices are omitted on order. It is agreed that your price will be the lowest prevailing market price.

2. **ACCEPTANCE**
This Purchase Order becomes a binding contract on the terms set forth herein when it is accepted by Seller either by acknowledgment or the commencement of performance hereunder. Such acceptance is expressly limited to the terms of this Order. Leff may withdraw this Purchase Order or amend its terms at any time prior to its acceptance. Any Terms and Conditions contained in a Seller's Quotation preceding this Order or an Acknowledgment following this Purchase Order, or otherwise stated by Seller in accepting or acknowledging this Purchase Order, which are additional to or different from those contained herein (including without limitation the price, quantity, or description of the goods), shall not become part of the contract and thereby binding upon Leff unless expressly accepted in writing by Leff. Otherwise, any such additional or different terms shall be resolved in the statutorily prescribed manner. In particular, any such Terms and Conditions of the Seller which attempt to deprive Leff of all express and implied warranties provided by law, or to limit, alter, or exclude any remedies or measures of damages for breach which are provided by law, or to reduce the full period of the statute of limitations provided by law for any breach of this contract, shall not be binding upon Leff unless expressly accepted by it in writing. No revisions to this Purchase Order shall be valid unless in writing and signed by an authorized representative of Leff.

3. **SPECIFICATIONS**
Seller expressly warrants that all goods will conform to any specifications, drawings, samples, and other descriptions furnished or adopted by Leff, and will be merchantable, of good material and workmanship, and free from defects. When specifications, drawings, etc. are referred to on the face of this Purchase Order, such specifications, drawings, etc. shall be deemed to be an integral part hereof as if fully set out herein. In the event that there is a discrepancy between the Seller's published specifications for the goods and any specifications, drawings, samples, and other descriptions furnished by Leff for the goods, Seller agrees to proceed with this order on the basis of Leff's specifications, etc. or to obtain Leff's written consent to a change in such specifications.

4. **CHANGES**
Leff reserves the right at any time to make changes in specifications, drawings, designs, samples, quantities, and delivery schedules as to any goods covered by this Order. Such changes, to be binding on either Leff or Seller, however, must be made by a Change Order to this Order. Any difference in price or time for performance resulting from any such changes shall be equitably adjusted and shown on the Change Order. Any claim by the Seller for adjustment under this Article must be asserted within thirty (30) days from the date of notification of the change; provided, however, that Leff, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Order.

5. **REMEDIES**
In addition to any other remedies which Leff may have, Leff may have any non-conformity corrected at the Seller's expense, or may reject goods not conforming to the foregoing warranties or revoke its prior acceptance of the same, whether or not such goods had been previously used or put into operation by Leff or any prior payments been made thereon. If such goods are rejected, or their prior acceptance is revoked, Leff shall in writing so notify Seller, and Leff, at its option and at the expense and risk of Seller, may either return such rejected goods to Seller or hold them for such disposal as Seller shall indicate, without notice to any other person, notwithstanding any assignment by Seller of the Purchase Order or of any sums hereunder. Any payments made of such rejected goods shall be immediately refunded to Leff.

6. **PERFORMANCE**
Leff's production schedules are based upon the agreement that all goods and materials herein ordered will be delivered to it by the date, if any, specified on the face of this Purchase Order. Time is therefore the essence of the Purchase Order. Seller's failure to furnish goods in conformity with Seller's warranties or within the time, if any, specified on the face of this Purchase Order shall, at the option of Leff, relieve it of any obligation to accept such goods, as well as undelivered installments, if there be any; and upon such failure, Leff may buy elsewhere and charge Seller with any loss incurred thereon, unless deferred shipment be arranged for and agreed to in writing. Any failure by Leff to exercise this option with respect to any installment shall not constitute a waiver with respect to subsequent installments.

7. **EXTRA CHARGES**
No charge will be allowed for packing, crating, storage, cartage, or other extra unless stated on the front of this Purchase Order, but damage to any goods not packed to insure protection will be charged to Seller. Leff assumes no obligation for materials shipped in excess of this Purchase Order. Each package must contain a memorandum showing the shipper's name, contents of package and Purchase Order Number of Leff.

8. **PATENT INDEMNIFICATION**
Seller warrants that the goods and materials specified herein and their sale or use alone, or in combination according to Seller's specifications or recommendations, if any, will not infringe any United States or foreign patents, trademarks, or copyrights; and agrees to indemnify and hold harmless Leff and anyone selling or using any of Leff's products against all judgments, decrees, costs, and expenses resulting from any alleged patent, trademark, or copyright infringements, and agrees that Seller shall, upon request of Leff and at Seller's own expense defend or assist in the defense of any action which may be brought against Leff or those selling or using any of Leff's product by reason of any such alleged infringement. Such obligation shall survive acceptance of the goods and payment therefor by Leff.

9. **LAWS AND REGULATIONS**
Seller's acceptance of this Purchase Order shall constitute a warranty to Leff that all goods to be manufactured or furnished hereunder will be manufactured or fabricated in compliance with the applicable provisions of all laws enacted by the Congress of the United States, and of the state or states in which the goods are manufactured, and all rules and regulations issued pursuant thereto.

10. **PRICE**
Seller's acceptance of this order shall constitute a warranty to Leff that the prices specified do not exceed any applicable maximum selling prices. Seller agrees that in the event the Government, pursuant to the Defense Production Act of 1950 or other applicable legislation or by valid order, rule or regulation issued thereunder, shall establish a maximum price for any of the goods covered by this Order, which is lower than the price stated herein, the price to be paid hereunder for such goods shall be the maximum price in effect as of the date of delivery of such goods. The establishment of any such ceiling price shall not otherwise affect the rights of the parties hereunder nor shall it constitute a cause for termination or avoidance of this Order by either of the parties hereto.

Seller further represents that the price charged for the goods covered by this Order does not exceed prices charged by the Seller to buyers of a class similar to Leff under conditions similar to those specified in this Order, and that prices comply with applicable government regulations in effect at time of the Seller's verbal or written Quotation, sale, and delivery of the goods. Seller further agrees that any price reduction made in the goods covered by this Order subsequent to the placement of this Order will be applicable to this Order. Prices are firm unless provision is made for adjustment on the face of this Order.

11. **INDEMNIFICATION**
Seller shall indemnify and save harmless Leff, its employees, agents, and customers from and against any liability, resulting from claims against it (or any of them) for loss, damages, personal injuries, and/or expenses incurred by its employees, agents, customers, or the ultimate user of such goods and materials arising out of either the failure of any of the goods and materials purchased hereunder to conform to all warranties of this Purchase Order, either express or implied, or remedies provided by law. All warranties of this Purchase Order are continuing warranties and all such warranties shall survive any inspection, delivery, acceptance, or payment for the goods and materials. All goods, wrappers, and containers must bear the markings and labels required by applicable federal, state, and municipal laws and regulations.

12. **RIGHT OF SETOFF**
All claims for monies due or to become due from Leff shall be subject to deductions by Leff for any setoff or counterclaim arising out of this or any other Purchase Orders or agreements of Leff with Seller, whether such setoff or counterclaim arose before or after any assignment by Seller.

13. **FUTURE ORDERS**
Leff shall have no liability for any costs or loss incurred by Seller due to Seller's manufacture of goods in anticipation of further orders not actually forthcoming.

14. **TERMINATION/ADEQUATE ASSURANCES**
If Seller ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature) or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for or an assignment for the benefit of creditors is made by Seller, Leff may terminate this Purchase Order without liability except for acceptance deliveries previously made or for acceptable goods and materials covered by this Purchase Order which are then completed and which are subsequently delivered in accordance with the terms of this Purchase Order. Also in the event of any of the above occurrences or if the Seller's financial condition is found to be unsatisfactory to Leff while this Order is pending, or should Seller's ability to perform this Order become doubtful, Leff may demand immediate assurance of performance and in the event that such assurance is not forthcoming within five (5) working days, Leff may terminate this Purchase Order without liability except as above-provided.

15. **FORCE MAJEURE**
In the event of the performance of any obligation assumed by Leff under this Purchase Order being prevented, delayed, or in any way interfered with by force majeure, strikes or labor troubles, shortages of materials, governmental intervention, or any other causes beyond Leff's control, Leff may at its option perform or cancel the obligation without liability for loss provided Leff informs the Seller immediately in writing of its inability to carry out the terms of the contract, except that Leff will remain liable for acceptable deliveries previously made or for acceptable goods and materials covered by this Purchase Order which are then completed and which are subsequently delivered in accordance with the terms of this Purchase Order.

16. **GOVERNING LAW**
All contract and transactions to which these terms and conditions apply are governed by the laws of the State of Ohio. The Seller and Leff consent to the exclusive jurisdiction of the Ohio Courts with respect to any controversy or claim which is not (by subsequent agreement of the parties) subject to and concluded by arbitration.

17. **ASSIGNMENT**
No assignment or modification of this Order by Seller shall be binding unless consented to in writing by Leff.

18. **SEVERABILITY**
Each provision of this Purchase Order is severable and, in the event that any one or more of the terms and conditions contained herein may be declared invalid, the remainder of this Purchase Order shall nevertheless remain full force and effect.