

General Terms & Conditions

1. Contract. These terms and conditions (“General Terms”) of The Belting Company of Cincinnati d/b/a Crush Bearings & Drives. (“Crush Bearings & Drives” or “Seller”), along with Seller’s applicable quote or proposal, constitute the entire integrated agreement between Seller and Buyer for the products, deliverables, services and/or project (the “Contract”). These terms supersede all previous and contemporaneous agreements, proposals and representations, written or oral, concerning such matters. Any additional, conflicting or inconsistent Buyer terms (whether set forth in a request for quote or request for proposal, purchase order or acknowledgement or in any other document) are expressly rejected by Seller and are not a part of the agreement for the project. Seller’s acknowledgment of Buyer’s purchase order or Seller’s commencement of performance, whichever comes first, constitutes the parties’ final agreement to these General Terms.
2. Prices. Unless otherwise noted in writing by Seller, all prices are F.O.B. Seller's office and warehouse (“Delivery Point”), and/or the shipping point of Seller's suppliers, if applicable, and do not include any applicable federal, state or local sales, use, excise, value added or similar tax or other charges unless specifically indicated otherwise, which additional charges Buyer agrees to pay or for which it agrees to furnish evidence of exemption acceptable to the taxing authorities. All prices may be withdrawn at any time prior to fourteen (14) days after (i) Seller’s acknowledgment of Buyer’s purchase order or (ii) Seller’s commencement of performance, whichever comes first. In the absence of either, the quoted prices become invalid thirty (30) days after the date of quotation or such earlier date as quoted by Seller.
3. Payments. All goods are sold upon the following payment terms unless otherwise agreed to in writing by Seller:
 - a. Payment is due in full within 30 days of date of invoice.
 - b. Payment shall be made: (a) in full without set-off, counterclaim or withholding of any kind; and (b) in United States Dollars or other currency specified in Seller’s quotation. Goods will be invoiced at any time after their readiness for delivery has been notified to Buyer. Services will be invoiced monthly in arrears or, if earlier, upon completion. Without prejudice to Seller’s other rights and remedies, Seller reserves the right to charge interest on any overdue sums at 4% above the United States prime rate (as announced in The Wall Street Journal from time to time) (but not more than the maximum rate permitted by applicable law) during the period of delay.
 - c. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly.
 - d. If the financial condition or credit of Buyer at any time shall, in the judgment of Seller, be impaired, Seller may at its option require full payment prior to shipment or performance or refuse to ship or perform and/or terminate any other outstanding order or contract without liability to Buyer.
4. Installation. Unless otherwise noted in Seller’s proposal or in a PO acknowledged by Seller, installation of the goods by Seller is not included. Installation may be provided by Seller at its prevailing rates.
5. Descriptions. Descriptions are intended only as a guide and their accuracy is not guaranteed.
6. Delivery. All delivery dates stated by Seller are approximate dates only and estimated in good faith to the best of Seller's ability. Time shall not be deemed to be of the essence in making delivery under an order unless specifically agreed to Seller’s proposal or in a PO acknowledged by Seller. Delivery dates are also quoted subject to unavoidable delays and Seller shall be free from any liability and penalty for delayed shipment due to causes beyond its control including but not limited to strikes, fires, accident, pandemic, supply chain disruption, explosion, riots, war or acts of God, or because of any priority system established by any government, any of its agents or any other authority having jurisdiction.
7. Cancellation. Once accepted by Seller via Seller’s acknowledgment of Buyer's purchase order or via Seller’s commencement of performance, an order is not subject to cancellation in whole or in part by Buyer without Seller's express written consent. Any such cancellation shall be subject to a cancellation charge as determined by Seller.
8. Testing and Acceptance. No acceptance testing of any goods or equipment, or training of any personnel in connection with the use of any goods or equipment, shall be provided by Seller except to the extent specified in Seller’s proposal or in a PO acknowledged by Seller. Pre-shipment (factory) acceptance tests of the goods or equipment or advance training of

Buyer's personnel by Seller, if any, will be accomplished prior to shipment of the goods by Seller or shall be considered waived. Buyer's execution of any acceptance or installation completion form provided by Seller shall be conclusive evidence of such. Post-installation (site) acceptance tests of the goods or equipment, if any, will be accomplished within ten (10) days of installation, with written notice of any nonacceptance of the goods by Buyer delivered to Seller within fourteen (14) days after installation has been substantially completed or shall be considered waived. Criteria for any type of acceptance testing will be agreed in advance or, if no agreement, according to standards within the applicable industry.

9. Use and Safety. There are no representations or warranties by Seller that the goods sold hereunder comply with the requirements of federal, state and local laws and industrial codes. Buyer acknowledges that it is Buyer's responsibility to provide proper safety devices and equipment for the particular application or use intended by Buyer so as to protect the operator and others from harm, and to comply with all federal, state and local government laws, rules and regulations relating to safety standards and all industry safety standards. To the fullest extent permitted by law, Buyer shall indemnify, defend (at Buyer's sole expense) and hold harmless Seller, its consultants, and any of Seller's partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns, from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) to the extent arising from the Buyer's obligations to maintain the health and safety of its premises, facility, equipment, fixtures, practices and procedures, employees, agents, and independent contractors, or to the extent arising from the pre-existing conditions of the Buyer's premises, facility, equipment, fixtures, or practices and procedures.
10. LIMITATION OF WARRANTY. WITH RESPECT TO EACH COMPONENT OF A GOOD OR ITEM OF EQUIPMENT ASSEMBLED BY SELLER, OR EACH GOOD OR ITEM OF EQUIPMENT SOLD, BUT NOT MADE BY SELLER, THE MANUFACTURER'S WARRANTY, IF ANY, CONSTITUTES THE SOLE WARRANTY WITH RESPECT TO THE SALE OF SUCH ITEM AND BUYER SHALL LOOK SOLELY TO THE MANUFACTURER. WITH RESPECT TO EACH SUCH COMPONENT OR GOOD, SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER WILL REASONABLY COOPERATE WITH BUYER, AT BUYER'S SOLE COST AND EXPENSE, IN EFFORTS BY BUYER TO RECOVER FROM THE MANUFACTURER. NOTWITHSTANDING THE FOREGOING, SELLER SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS.
11. Additional Third-Party Manufacturer Limitations. Buyer's rights and obligations regarding goods and equipment manufactured by third parties may also be subject to the requirements, if any, imposed by such third-parties. Buyer is solely responsible for ascertainment of and compliance with any such requirements.
12. Design or Technical Consultation. All design or technical consultation, advice, recommendations and services of Seller are based upon Buyer's specifications and NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION IS GIVEN BY Seller INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PURPOSE. Seller assumes no obligation or liability for the design or technical consultation, advice, recommendations and services given, or results obtained, it being acknowledged and agreed by Buyer that all such design or technical consultation, advice recommendations and services are being accepted by Buyer at Buyer's risk. Buyer acknowledges that it alone has determined that the goods purchased hereunder will suitably meet the requirements of their intended use. Buyer will indemnify and hold Seller harmless from and against all damages, costs, and expenses based upon any claim related to design or technical consultation or advice given by Seller.
13. Limited Warranty of Goods and Equipment Made by Seller. Subject to the following conditions, Seller warrants to the original Buyer only (and not to anyone else) of each new good or equipment made by it that any part thereof which proves to be defective in material or workmanship within one year from the date of the original delivery, will, at Seller's option, be repaired or replaced without charge, or Seller's sales price therefor refunded upon return to Seller of the defective good or equipment provided any defect in the good or equipment is brought to the attention of Seller within the warranty period, who alone will be authorized to furnish or arrange for repairs or replacements, or refund of Seller's sales price within the terms of this warranty. This warranty with respect to any repairs or replacements extends only to the individual component repaired or replaced. Labor, travel and other expenses incidental to the repair or replacement shall not be included.

- a. BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST PROFITS, LOST SALES, LOST PRODUCTION, OVERHEAD, LABOR, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL LOSS) SHALL BE AVAILABLE TO BUYER OR ANY THIRD PARTY IN ANY CLAIM AGAINST SELLER.
 - b. The above limited warranty does not apply, and no warranty, either express or implied, shall be applicable, (a) to damage resulting from accident, alteration, misuse or abuse; (b) if the good or equipment is not installed, operated and maintained according to procedures recommended by Seller and the manufacturer of the individual parts; or (c) if the serial number affixed to the good shall be removed; obliterated or defaced. In no case shall the warranty extend to defects in materials, components, or services furnished by third parties or to the erection or installation of the good or equipment performed by third parties, except those performed by or on behalf of authorized distributors. If any repairs or alterations are made or any other parts are replaced during the warranty period by other than an authorized distributor in accordance with authorized service manuals or with other than parts, accessories or attachments authorized by Seller for use in its goods or equipment, Buyer shall pay for such repairs or parts without recourse against Seller, and Seller shall be relieved of responsibility for fulfillment of this warranty with respect to parts or components of all repairs, alterations or replacements so made. This warranty constitutes Seller's entire warranty as to the goods and equipment made by it and it is expressly agreed that the remedies of Buyer and those claiming under Buyer as set forth in this warranty are exclusive. This warranty does not extend to any goods or equipment sold "as-is" or "as-inspected", nor to any damage caused by affixing any parts or equipment not purchased from Seller to goods or equipment purchased from Seller. No warranties, either express or implied, are made with respect to such goods or equipment.
 - c. IN CONSIDERATION OF THE EXPRESS WARRANTY AND OTHER TERMS HEREIN CONTAINED, BUYER AGREES THAT BUYER'S EXCLUSIVE REMEDY AND SELLER'S SOLE LIABILITY ON ANY CLAIM, WHETHER TORT, CONTRACT OR WARRANTY, SHALL BE LIMITED TO, AT SELLER'S OPTION, REPAIR OR REPLACEMENT OF DEFECTIVE GOODS OR EQUIPMENT MADE BY IT OR REIMBURSEMENT OF THE PURCHASE PRICE THEREFOR, AND NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER INCIDENTAL LOSS OR DAMAGES) SHALL BE AVAILABLE TO BUYER. IN NO EVENT AND FOR NO CAUSE WHATSOEVER, INCLUDING ANY BREACH OR DEFAULT BY SELLER, SHALL SELLER HAVE ANY MONETARY LIABILITY TO BUYER IN EXCESS OF THE CONTRACT PRICE OR PRICES OF THE PERTINENT GOODS OR EQUIPMENT IN QUESTION.
 - d. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THOSE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE GOODS OR EQUIPMENT SOLD. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SAID PRODUCT.
14. Title, Lien and Intellectual Property Rights. Title and risk of loss passes to Buyer upon delivery of the goods or equipment to the Delivery Point. The goods shall remain personal property regardless of how they are affixed to Buyer's real property and Seller reserves a purchase money security interest in the goods until the purchase price has been fully paid. Buyer agrees to execute, and hereby appoints Seller as its attorney-in-fact to execute on Buyer's behalf, any documents requested by Seller which are necessary for attachment and perfection of its security interest. If Buyer defaults, Seller shall have all the rights of a secured creditor under the Uniform Commercial Code as enacted in the State of Ohio. All intellectual property, including computer software, blueprints, plans and specifications in connection with the goods or equipment, shall remain the sole property of Seller, except that Buyer shall be deemed to have been granted a non-exclusive, non-transferable, royalty-free, perpetual license to use the goods and equipment for the purposes contemplated in the proposal, except that "off-the-shelf" third-party software, goods or equipment provided through Seller will be subject to Buyer's compliance, at its own costs, with all applicable third-party licensing requirements. Buyer may not sell, sublicense, assign or transfer its license to the services and deliverables provided by Seller without the prior written consent of Seller, nor may Buyer reverse engineer or make derivative works from the goods or equipment.

15. Damages for Breach. Buyer expressly agrees that where permitted by law, Buyer shall be liable for all reasonable expenses and attorneys' fees incurred by Seller in enforcing its rights and remedies against Buyer resulting from Buyer's breach of this Agreement.
16. Compliance with Law. Buyer agrees that all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the United States, the European Union and the jurisdictions in which Seller and Buyer are established or from which items may be supplied, and the requirements of any licenses, authorizations, general licenses or license exceptions relating thereto will apply to its receipt and use of hardware, software, services and technology. In no event shall Buyer use, transfer, release, export or re-export any such hardware, software or technology in violation of such applicable laws, regulations, orders or requirements or the requirements of any licenses, authorizations or license exceptions relating thereto. Buyer agrees furthermore that it shall not engage in any activity that would expose the Seller or any of its affiliates to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier. Buyer agrees to comply with all appropriate legal, ethical and compliance requirements.
17. Force Majeure. Seller's obligations shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of Seller, including but not limited to: natural disaster, war, armed conflict, terrorist attack, cyberattack, civil unrest, pandemic, supply chain disruptions, riot, fire, explosion, accident, flood, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export license), labor trouble, strike, lockout or injunction or interruption of supply from Seller's suppliers. Seller shall have no obligation to supply any hardware, software, services or technology unless and until it has received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time. If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the contract, or would in the reasonable judgment of Seller otherwise expose Seller and/or Seller's affiliate(s) to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligation under the contract.
18. Extended Delay. If Seller is delayed or prevented from performance of its obligations by reason of this clause for more than 180 consecutive calendar days, then Buyer may terminate the then-unperformed portion of the contract by notice in writing given to the Seller, without liability, provided that Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all goods delivered and services performed as at the date of termination. Seller may deliver by installments and if so each delivery shall constitute a separate contract and failure by Seller to deliver any one or more of the installments in accordance with their terms shall not entitle Buyer to terminate the whole contract or treat it as repudiated.
19. Applicable Law. These General Terms and any order hereunder shall be governed in all respects by the laws of the State of Ohio without regard to principles of conflicts of law.
20. Waivers. Waiver by Seller of a breach by Buyer of any provision hereof shall not be deemed a waiver of future compliance therewith, and such provision, as well as other provisions hereunder, shall remain in full force and effect. Seller hereby expressly reserves the right to literal compliance with the terms hereof, even if unenforced in prior transactions with Buyer. If any term in these General Terms is found to be unenforceable, the remaining terms will remain in effect.
21. No Third-Party Beneficiaries. These General Terms do not and are not intended to confer any rights or remedies upon any person or entity other than Seller and Buyer.
22. Cybersecurity. In no circumstance will Seller's scope of work include creating, modifying or ensuring compliance with Buyer's cybersecurity policies. Buyer acknowledges that Buyer is responsible for the creation, implementation, enforcement and adequacy of its cybersecurity policies and that Buyer retains the risk of data theft or destruction and the impacts of malware and ransomware, whether arising from Seller's work or access to Buyer's systems or otherwise.
23. Assignment. Neither Seller nor Buyer may assign its respective rights and obligations under the Contract without the written consent of the other party. However, Seller may subcontract or delegate its work obligations to other persons or entities, but will nonetheless be responsible to Buyer for the performance of the work as required by the proposal.

24. Entire Agreement. These General Terms and any quotation or acknowledgement to which they are attached shall supersede all prior oral or written statements of any kind whatsoever made by the parties or their representatives and constitute the entire agreement of the parties with respect to the subject matter hereof. No statement purporting to modify any of these terms or conditions shall be binding unless expressly agreed to in writing signed by the party to be bound thereby.