

Services Terms & Conditions

1. Contract. These terms and conditions for services (“Services 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. Except for changes in scope, pricing and reimbursable expenses will be as provided in the order/quotation. Prices 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 All prices may be withdrawn at any time prior to fourteen (14) days after (i) Seller’s acknowledgment of Buyer’s purchase order or (ii) Seller’s commencement of performance, whichever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 services and goods are sold upon the following payment terms unless otherwise agreed to in writing by Seller:
 - a. Invoices will be submitted monthly unless otherwise described in the order.
 - b. Payments in accordance with the order are due 30 days from invoice date.
 - c. 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.
 - 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. Project Responsibilities.
 - a. During the course of the project, either Buyer or Seller may request changes to the scope of the work. Such changes will be effective if the other party agrees to the change in writing or through its actions. If the agreed change results in greater or lesser cost, Seller’s compensation for the work and the related schedule will be adjusted accordingly.
 - b. Each party will designate a Project Manager to serve as the primary contact between the parties. Project Managers shall have the authority to enter into orders and Change Orders issued pursuant to the terms hereof. Performance of the Services will be coordinated between the designated Project Managers.
 - c. It is expressly stipulated, agreed and understood between the parties that Seller shall be an independent contractor during the performance of the services and that neither party shall have the authority to legally bind the other in contract, debt or otherwise.
5. Completion. All completion dates provided or agreed upon 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 performing services under an order

unless specifically agreed to in Seller's proposal or in a PO acknowledged by Seller. Completion dates are also quoted subject to force majeure delays.

6. 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.
7. Termination.
 - a. Notwithstanding anything to the contrary, Buyer may, at any time, terminate any order, in whole or in part, with or without cause. Seller shall be entitled to recover the price of Services rendered and expenses incurred, including any third party cancellation fees, if any, prior to notice under this clause.
 - b. The non-breaching Party may terminate any order, in whole or in part, if the other party commits a material breach and a.) fails to initiate steps to remedy the breach within 5 days following receipt of written notice specifying the grounds for the breach, and b.) continues working diligently until the breach is resolved. The solvent party may terminate any order upon written notice if the other party becomes insolvent or if any petition is filed or proceedings commenced by or against that party relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
 - c. If Buyer terminates any order, in whole or in part for cause, Buyer's sole liability to Seller, and Seller's sole and exclusive remedy, is payment for Services received and accepted and Services completed and accepted by Buyer before the date of termination.
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 completion of performance 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 services, goods or equipment, if any, will be accomplished within ten (10) days of installation, with written notice of any nonacceptance of the services, goods or equipment 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 any services or 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. Limited Warranty of Goods and Equipment. With respect to each component of a good, good or item of equipment provided by Seller the manufacturer's warranty, if any, constitutes the sole warranty with respect to the sale of such item and Buyer shall look to solely to the Manufacturer with respect to each such component, good or equipment. Buyer's rights and obligations regarding components of goods, 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.
11. Limited Warranty of Services Provided by Seller. With respect to services, Seller warrants to the original Buyer only (and not to anyone else) that if any of its services prove to be defective in workmanship within one (1) year from the date of the

original completion of performance, Seller will, at Seller's option, either repair or remediate such defective services without charge, or, alternatively, refund that portion of Seller's sales price relating to the defective services; provided, however, that any defect in services must be brought to the attention of Seller within the warranty period, and Seller alone will be authorized to furnish or arrange for repairs or remediation, or refund of Seller's sales price within the terms of this warranty.

12. Warranty Exclusions. The above limited warranties do not apply, and no warranty, either express or implied, shall be applicable, (a) to damage resulting from accident, alteration, misuse or abuse; (b) if any related 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 any related 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.
13. THE ABOVE LIMITED WARRANTIES ARE 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. LIMITATION OF LIABILITY. In no event shall Seller be liable for any incidental, special, punitive or consequential damages of any kind, including without limitation loss of use, productivity, reputation, financing, business opportunities or profits. MOREOVER, TO THE FULLEST EXTENT PERMITTED BY LAW, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR STRICT LIABILITY), IN NO EVENT WILL SELLER'S TOTAL AGGREGATE LIABILITY RELATED TO THE SERVICES, DELIVERABLES OR PROPOSAL EXCEED THE AMOUNT OF COMPENSATION PAID BY BUYER TO SELLER FOR THE PROJECT.
15. Intellectual Property Rights. All intellectual property, including computer software, blueprints, plans and specifications in connection with the services, 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 services, 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.
16. 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.
17. 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.

18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. Confidential Information. During the course of performing the services, either party may disclose to the other party information which it considers to be confidential. It is therefore mutually agreed that any information (i) disclosed, or learned, by either party to or from the other, either orally, electronically, visually, or in a document or other tangible form, which is identified as confidential and/or proprietary, including but not limited to, existing or contemplated machines, products, processes, techniques, or know-how, marketing plans and strategies, financial information and projections and customer and supplier lists and information and (ii) any proprietary or confidential information or data developed pursuant to the performance of the services contemplated hereunder, ("Confidential Information"), shall not be disclosed by either party or its employees, representatives or agents to others or used for either party's own benefit without the prior written consent of the other party. Each party further acknowledges that such Confidential Information is and shall remain the sole property of disclosing party (including any copyrights, trade secrets or other intellectual property rights therein). Notwithstanding the foregoing, information shall not be considered confidential, proprietary or sensitive only to the extent that such information (a) is already known and not subject to any confidentiality restrictions at the time it is obtained, (b) is or becomes publicly known through no wrongful act, (c) is rightly received from a third party without restriction on further disclosure, or (d) is required to be disclosed pursuant to legal, judicial, or administrative proceedings or otherwise required by law, subject to each party giving the other party prior notice to allow an opportunity to seek protective or other court orders. All materials supplied by or to the parties to this agreement, and any copies thereof, shall be returned within ten (10) days after either party requests the return thereof. Access to Buyer's computer system(s) may be granted solely for the work contracted and for no other purpose whatsoever.

24. 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.
25. Non-Solicitation. To the fullest extent permitted by law, during the course of the Project and for one year thereafter, Buyer agrees that it will not hire or retain, or offer to hire or retain, any of Seller's employees that have been involved in performing the scope of work, nor will Buyer otherwise induce or seek to induce, directly or indirectly, any such Seller employees to leave Seller's employment. In the event of breach resulting in the departure of a Seller employee, Buyer and Seller agree that, as a reasonable estimate of the damage to Seller and not a penalty, Buyer shall pay liquidated damages to Seller in the amount of one year of the solicited employee's annual salary.
26. 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.
27. 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.