

Gleason Cutting Tools

CORPORATION

CONDITIONS OF SALE · PRODUCTS AND SERVICES

All goods and services furnished by **GLEASON CUTTING TOOLS CORPORATION ("SUPPLIER")** are governed by these standard terms and conditions, and every agreement or other undertaking by Supplier is expressly conditioned on assent hereto by a buyer, and any end-user with whom Supplier undertakes to deal, of Supplier's goods and services ("Customer"). These standard terms and conditions supersede all inconsistent printed terms submitted by Customer prior to Supplier's order acknowledgement. They may be varied only by a written modification accepted over the signature of an authorized executive of Supplier. Product and sales policy sheets and the like published from time to time by Supplier shall supplement but not supersede these standard terms and conditions. **SUPPLIER IS NOT BOUND TO FURNISH ITS GOODS OR SERVICES EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACKNOWLEDGEMENT, FIRM QUOTATION, OR OTHER SIMILAR DOCUMENT ISSUED OVER THE SIGNATURE OF AN AUTHORIZED EMPLOYEE OF SUPPLIER. SUPPLIER'S REPRESENTATIVES, DISTRIBUTORS, DEALERS, AND OTHER NON-EMPLOYEES HAVE NO AUTHORITY TO BIND SUPPLIER.**

1. **Price/Delivery Terms.** Unless otherwise provided on Supplier's order acknowledgment, price and delivery terms are FOB Supplier's plant and do not include sales, use or other taxes. Supplier may, at its option, make partial shipments and invoice for same unless otherwise stated on the face of Supplier's quotation, or written acknowledgment. Delivery dates are approximate and are subject to change by Supplier in the event of production delays due to any cause. Selling prices shall remain firm for the period stated in the quotation or, if none is stated, for a period not to exceed twenty-six (26) weeks from the date of Supplier's quotation or from receipt of customer's purchase order, whichever is earlier. After such period, prices will be subject to change as Seller's costs change. Notification of price or delivery changes on existing orders shall be given at least thirty (30) days prior to shipment. Deliveries deferred at Customer's request are subject to a service charge of two (2)% of the product price per month of delay.

Quoted quantity discount prices are subject to revision by Supplier in the event requested delivery dates do not allow Supplier to manufacture in economical lot sizes.
2. **Quotation/Orders.** All quotations are subject to acceptance within fifteen (15) days and all orders are subject to approval and acceptance by the Suppliers office.
3. **ECONOMIC ADJUSTMENT CLAUSE.** Notwithstanding anything contained herein to the contrary (including stated INCOTERMS), in the event of any imposition or increase in any tariffs, duties, or taxes, or imposition of trade restrictions on or after January 1, 2025, and if any such imposition or increase directly impacts Seller's cost to provide the products and/or services specified herein (including, without limitation, the cost of items such as equipment, parts, raw materials, components, or other materials or services), Seller reserves the right to adjust the contract price accordingly. Any such adjustments will be based solely on the increased cost to Seller.
4. **Payment/Credit/Security.** Payment terms for buyers with credit standing deemed adequate by Supplier are net thirty (30) days from date of invoice. Supplier shall be entitled to charge interest thereafter at a rate permitted by law but in no event to exceed two (2)% per month. Whenever Supplier in good faith deems itself insecure, Supplier may cancel any outstanding contracts with Customer, revoke its extension of credit to Customer, reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by Supplier to Customer, and take any other steps necessary or desirable to secure Supplier with respect to Customer's payment for goods and services furnished or to be furnished by Supplier.

In the event Customer for any reason withholds payment of any amount due Supplier, Supplier may declare itself insecure and suspend further shipment to Customer until Customer places the withheld amount in escrow and gives adequate security for further shipment or until Customer satisfies Supplier that Customer was entitled to withhold such amount.
5. **Cancellation by Customer.**
 - (A) Except as provided in sub-paragraph (B) below, Customer's wrongful non-acceptance or repudiation of a contract to purchase Supplier's goods or services shall entitle Supplier to recover the price or, where an action for the price is not permitted by law, damages, as provided by law, including Supplier's lost profits. In this connection, all goods purchased and all services furnished by Supplier in complete or partial fulfillment of a special order from Customer shall be deemed identified to the contract between Supplier and Customer.
 - (B) Customer's wrongful non-acceptance or repudiation of a contract to purchase from Supplier goods which Supplier generally carries in inventory as stock items (or which are otherwise readily resalable by Supplier at a reasonable price) shall entitle Supplier to recover damages, as provided by law, including Suppliers lost profits.
 - (C) Notwithstanding the foregoing, if the Customer shall for any reason cancel this order, in whole or in part, by notice in writing to Supplier, Supplier may at its option cease work and hold for Customer all completed and partially completed articles and work in process and Customer shall then pay Supplier the following:
 - (1) The price provided for in the order for all articles which have been completed prior to cancellation.
 - (2) Actual expenditures made by Supplier in connection with the uncompleted portion of the order including reasonable cancellation charges paid by Supplier on account of commitments made under this order.
 - (3) Supplier's lost profits on the uncompleted portions of the order.
6. In the event an order is held by the Purchaser, it shall be understood that such an order cannot be held for a period greater than six (6) weeks without a progress payment being made to Supplier for work accomplished to date. In this eventuality an invoice will be presented for payment according to the terms of the order and such invoice price shall be calculated as outlined in the termination clause above.
7. **Warranty.** Supplier warrants that all new and unused goods furnished by Supplier are free from defect in workmanship and material as of the time and place Supplier makes delivery. Also, where Supplier undertakes to perform or assist in any servicing, installation, demonstration, repair, or replacement, Supplier warrants that its performance or assistance will be free from defect in material or workmanship. Supplier's warranties are extended only to the buyer and, where the buyer is a Supplier authorized U.S. distributor making an immediate domestic drop shipment resale to an original user, to the original user. Supplier **DISCLAIMS** all other express warranties and all implied warranties as to the quality of any goods or services furnished by Supplier or others, including

implied warranties of MERCHANTABILITY and FITNESS FOR PARTICULAR PURPOSES. In the case of Supplier's breach of warranty or any other duty with respect to the quality of any goods or services, the exclusive remedies therefore shall be repair, replacement, or return of the purchase price (less reasonable depreciation) on authorized return of the goods. Selection among these three remedies shall in each case be at Supplier's reasonable discretion. Any such claim against Supplier must be made in detail and in writing and promptly pursued by the claimant. One hundred twenty (120) days after Supplier delivers the goods, all of Supplier's warranties and other duties with respect to the quality of those goods or of any services or replacement goods furnished by Supplier in connection therewith shall be conclusively presumed to have been satisfied, all liability therefore terminates, and no action for breach of any such warranty or duty against Supplier may thereafter be commenced.

Goods returned and found not to be defective will be subject to a reasonable inspection and handling charge.

8. **Technical and Manufacturing Services.** Technical and Manufacturing Services provided by Supplier may include, without limitation, engineering, seminars, gear set-ups, consulting, metallurgical analysis, dimensional analysis, rework, sharpening, heat treating and TiNite® coating. Supplier will use its best efforts to provide such Services in a good and workmanlike manner but will not be responsible for damage to goods on which such Services are performed. Services are provided on the condition that the Customer indemnifies and holds the Supplier harmless from all claims for personal injury or property damage in connection therewith except for injury or damage due to the sole negligence of Supplier. In case of Supplier's breach of any warranty or other duty in connection with the provision of such Services, the sole and exclusive remedy therefore shall be payment of or credit for the fees paid for the Services rendered.
9. **Use of Supplier's Technical Information.** Any technical information, including designs, drawings and other data, previously or hereafter disclosed by Supplier to Customer in connection with the quotation, acceptance and/or filling of this order, and which bears a notice indicating the proprietary nature thereof, shall be deemed Supplier's confidential and proprietary information. Such proprietary information shall not be duplicated, disclosed to others, or used for procurement or manufacturing purposes, except as otherwise authorized in writing by Supplier.
10. **Tools.** Any special equipment, tools, dies, fixtures, jigs, etc. produced or acquired by Supplier for the manufacture of articles on this order shall remain the property of the Supplier.
11. **Force Majeure.** Supplier and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Supplier impractical; strikes, riots, fires, war, late or non-delivery by suppliers of Supplier, and all other contingencies beyond the reasonable control of Supplier.
12. **No Consequential Damages.** Supplier shall not be liable for any consequential damages under any circumstances whatsoever, whether based on lost goodwill, lost resale profits, work stoppage, impairment of other goods, or otherwise and whether arising out of breach of any express or implied warranty, breach of contract, negligence, or otherwise, except only in the case of personal injury, where and to the extent applicable law renders this exclusion of consequential damage remedies unenforceable.
13. **Illinois Law/One Year Limitation Period/Effect on Third Parties.** Illinois law shall govern all transactions to which these standard terms of sale apply. Any legal action with respect to any such transaction must be commenced within one year and one day after the cause of action has accrued. All limitations herein on Supplier liability and remedies for breach of any duty to Supplier to any buyer or user of Supplier goods or services are extended to Supplier affiliates, suppliers, distributors, and service providers insofar as they may have any duties to any buyer or user of Supplier goods or services, excepting only in the event and to the extent they may expressly and in writing waive the benefits of this provision.
14. **Supplier undertakes affirmative action to ensure that employees and applicants are treated equally without regard to their race, color, religion, sex, age or national origin.**
15. **EXPORT LICENSES AND EXPORT CONTROL.** If an export clearance or license is required for any part of the goods or services to be furnished by Seller, a contract between Seller and Buyer will not enter into force until all such export clearances and/or licenses have been granted. If export clearances or licenses are revoked or expire before completion of performance under a contract between Seller and Buyer, the Seller shall not be held accountable for failure to perform the remainder of the contract, and Buyer shall have the right to terminate the remainder of the contract for any unfulfilled performance. If Buyer intends to export (or re-export), directly or indirectly, the products or technical information relating thereto supplied hereunder or any portion thereof, it is the responsibility of the Buyer to assure compliance with U.S. and any other applicable countries' export control regulations and, if appropriate, to secure any required export licenses in its own name. At Seller's request, Buyer shall provide to Seller a Letter of Assurance and/or End-User and End Use Certificate in form reasonably satisfactory to Seller. Seller shall not be held responsible for any failure to obtain any required export licenses, authorizations or clearances.