1. Introduction

The party selling the goods or services is herein referred to as “Seller” and the customer, person or entity purchasing the goods or services is herein referred to as “Buyer.” Seller reserves the right to sell, grant, desist or otherwise dispose of all or any part of such goods, in its sole discretion and to one or more buyers, either directly or through agents as may be determined in Buyer's sole discretion. Seller reserves the right, in its sole discretion, to sell, grant, desist or otherwise dispose of the goods, in whole or in part, in any manner it sees fit, without the Buyer's consent.

2. Terms of Sale

The terms of sale include the following: (a) the price of the goods; (b) the terms of payment; (c) the place of performance; (d) the method of delivery; (e) the time for performance; (f) the method of payment; and (g) any other terms and conditions specified in the agreement. The terms of sale shall be binding on both parties upon receipt of the goods by Buyer.

3. Payment

The price of the goods shall be paid in full at the time of delivery, unless otherwise agreed in writing between Seller and Buyer. Buyer shall have no right to set off any amounts against the price of the goods.

4. Delivery

The goods shall be delivered to Buyer at the plant of origin of Seller, F.O.B. shipping dock. If Buyer requests delivery to another location, Buyer shall be responsible for all transportation costs and insurance.

5. Warranties

Buyer agrees to accept the goods as is and to accept all warranties and representations made by Seller in the sales agreement. Any claims for shortages or excess shall be filed within sixty (60) days after receipt of the goods.

6. Cancellation

In the event Buyer requests cancellation of an order for goods, Buyer shall notify Seller in writing. Seller reserves the right to accept or reject such cancellation. If Buyer cancels an order for goods, Buyer shall be liable for all costs and expenses incurred by Seller in connection with the production of the goods.

7. Limitation of Liability

Seller shall not be liable for any loss, damage, or injury to any person or property, whether caused by negligence or otherwise, while any goods are in the possession of Buyer or any agent or representative of Buyer.

8. Indemnification

Buyer shall indemnify and hold Seller harmless from any and all claims, suits, or actions brought against Seller as a result of any negligence or misconduct by Buyer.

9. Governing Law

The laws of the State of Ohio shall govern this agreement, and Buyer agrees to submit to the jurisdiction of the courts in such state.

10. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the subject matter of this agreement.

11. Severability

If any provision of this agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

12. Amendments

Any amendments to this agreement must be in writing and signed by both parties.

13. Assignment

The rights and obligations of Seller and Buyer under this agreement may not be assigned or transferred without the prior written consent of the other party.

14. Termination

This agreement may be terminated by either party upon written notice to the other party.

15. Legal Action

Any dispute arising out of or relating to this agreement shall be settled by arbitration under the rules of the American Arbitration Association.

16. Governing Law

The laws of the State of Ohio shall govern any arbitration under this agreement.

17. Notices

All notices required or permitted to be given under this agreement shall be in writing and shall be deemed given when sent by certified mail, return receipt requested.

18. Governing Law

This agreement and any amendment hereto shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law principles.

19. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the subject matter of this agreement.

20. Governing Law

The laws of the State of Ohio shall govern this agreement, and Buyer agrees to submit to the jurisdiction of the courts in such state.