



PROGRESSIVE MANUFACTURING

~ CELEBRATING 54 YEARS ~

300 MASSILLON RD.
AKRON, OH 44312

PHONE- 330-784-4717

FAX- 330-784-4728

WWW.PROREBUILD.COM

SALES@PROREBUILD.COM

Terms and Conditions of Sale, Service, Repair, and Rebuild

PROGRESSIVE MANUFACTURING, LLC d/b/a Progressive Metallizing and Machine ("Seller") hereby quotes to the party identified on the face hereof ("Purchaser") the opportunity to purchase the products identified on the face hereof upon the terms and conditions set forth on the face hereof and herein below:

1. ACCEPTANCE

The acceptance of any order from Purchaser pursuant to this Quotation is conditioned upon the acceptance by Purchaser of all Terms and Conditions contained in this Quotation. Any inconsistent or additional terms contained in the Purchaser's Purchase Order are hereby rejected unless expressly accepted in writing by Seller within ten (10) days after its receipt of such Order. The Terms and Conditions as stated herein shall not be modified other than in a writing signed by Seller and Purchaser.

2. TITLE AND RISK OF LOSS

Unless otherwise stated herein, title and risk of loss for all products sold hereunder pass to Purchaser upon delivery to carrier F.O.B. Seller's plant.

3. PRICES AND TAXES

Unless otherwise stated herein, prices quoted are F.O.B. Seller's plant. Applicable local, state, or federal taxes levied on the products to the date of shipment will be added to the amount paid by Purchaser and remain Purchaser's responsibility. Any portion of the price not paid per stated terms shall bear interest from the due date at 5% per month until paid.

4. DELAY IN PERFORMANCE (FORCE MAJEURE)

Seller shall not be responsible or liable for delays or failures in manufacture or delivery due to causes beyond Seller's control, including without limitation strikes or labor difficulties, fires, floods, acts of God, war, inability to secure transportation, shortages of materials or equipment, riots, civil commotions, or similar events.

5. CANCELLATION OR CHANGE ORDERS; DELIVERY

No orders may be withdrawn or canceled by Purchaser, nor deferred when ready, unless Seller approves such cancellation in writing and Purchaser pays a reasonable cancellation/deferral charge acceptable to Seller. If Purchaser requests changes after Seller's receipt of the Order, Purchaser is responsible for all charges reasonably incurred with respect to such changes. Any dates or schedules specified for delivery are approximate estimates from the date of this Quotation, contingent on complete specifications/designs/samples and other information requested by Seller. Seller shall not incur liability, nor shall any Order be canceled, as a result of delays in meeting such estimated dates or schedules.

(a) Scope Revisions; Partial Rebuilds; Inspection-First Work.

Seller's quotations, proposals, and preliminary scope descriptions are based on the information reasonably available at the time issued. For used equipment, rebuilds, repairs, refurbishments, and inspection-first projects, the actual condition of the equipment may not be fully known until teardown, disassembly, cleaning, inspection, testing, or measurement is performed. Accordingly, Seller reserves the right to revise the scope of work, pricing, schedule, and deliverables based on actual findings and subsequent discussions with Purchaser.

If the parties later agree, whether before or after issuance of a Purchase Order, to a reduced scope, revised scope, partial rebuild, limited repair, inspection-only phase, or time-and-material scope, such revised scope shall control in place of any broader or earlier quotation, proposal, or Purchase Order description, provided the revision is reflected in Seller's invoice, order acknowledgment, email confirmation, revised quotation, field report, or other written communication from Seller.

Any verbal discussion, telephone call, meeting, site conversation, or recorded conversation regarding scope, pricing, exclusions, or deliverables shall be considered preliminary evidence of the parties' intent only and shall not modify the scope of work unless subsequently confirmed in a written communication issued by Seller, including without limitation an invoice, email, revised quotation, order acknowledgment, field report, or other written confirmation.



PROGRESSIVE MANUFACTURING

~ CELEBRATING 54 YEARS ~

300 MASSILLON RD.
AKRON, OH 44312

PHONE- 330-784-4717
FAX- 330-784-4728

WWW.PROREBUILD.COM
SALES@PROREBUILD.COM

In such cases, Seller shall be obligated to perform only the scope expressly described in Seller's then-current written communication, and no broader scope stated in an earlier quotation, proposal, or Purchaser Purchase Order shall apply unless expressly re-approved by Seller in writing. Any additional work requested by Purchaser or identified during teardown or inspection shall constitute extra work and shall not be performed until approved by Seller and Purchaser, and may be billed on a time-and-material basis or under a revised quotation.

Purchaser acknowledges that used-equipment rebuilds may involve phased decision-making and that Seller may begin teardown, inspection, or limited agreed work before finalizing all downstream rebuild items. Seller's commencement of work, acceptance of deposit, issuance of invoice, or reference to a Purchaser Purchase Order number shall not be construed as acceptance of any scope beyond the scope then expressly confirmed by Seller in writing.

6. LIMITED WARRANTY

(a) **Coverage.** Seller warrants that products manufactured, assembled, repaired, refurbished and/or serviced by Seller will be free from defects in Seller's materials and workmanship for twelve (12) months from the date of shipment to Purchaser (the "Warranty Period"). Seller makes no warranty as to (i) suitability, fitness, or performance of designs/specifications/material selections furnished or directed by Purchaser or any third party, or (ii) compatibility of products for Purchaser's particular purposes—Purchaser is solely responsible for determining suitability.

(b) **Exclusive remedy; place of repair.** If a covered defect is confirmed by Seller within the Warranty Period, Seller, at its sole option, will repair the affected product, replace it with a product of like kind and quality, or remanufacture the affected product so that it conforms to the original specifications and performance expectations stated in the applicable quotation, drawings, and acceptance documents. Seller reserves the right to perform warranty work exclusively at Seller's facility in Akron, Ohio. For the avoidance of doubt, "remanufacture" may include rework or replacement of components, subassemblies, or assemblies, and the use of new or remanufactured parts. Only if Seller determines, after commercially reasonable efforts, that repair, replacement, or remanufacture of the affected component, subassembly, product, or quoted scope item is not commercially practicable, Seller may, at its sole discretion, issue a refund or credit up to the amount paid to Seller for the affected component, subassembly, product, or quoted scope item, upon its return if requested by Seller. In no event shall a defect in an individual component or subassembly entitle Purchaser to rescission of the entire contract or refund/credit of the full machine price unless the entire machine itself is determined by Seller to be nonconforming and not commercially practicable to repair, replace, or remanufacture. The remedies in this Section 6(b) are Purchaser's sole and exclusive remedies.

(c) **Claims procedure & deadline.** Warranty claims must be made within the Warranty Period and the product must be returned to Seller's plant in accordance with Section 12 (Heavy-Equipment Warranty Return & Field Service Logistics) and Seller's written Return-to-Manufacturer (RTM) instructions. Products returned without an RMA/RTM may be refused.

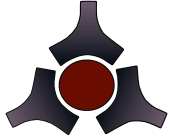
(d) **Shipping & costs.** For heavy equipment where return-to-plant is required, Purchaser shall arrange and pay for de-energizing/rigging, fluid management, securement, and outbound heavy-haul freight to Seller's facility (see Section 12). For items confirmed by Seller as having a covered warranty defect, Seller will return the repaired/replacement product to Purchaser via standard heavy-haul service within the contiguous United States at Seller's expense. Expedited return, international shipments, special permits/escorts, cranes/lift-gates, inside delivery, off-hours/site restrictions, duties, taxes, and accessorial charges are at Purchaser's expense.

(e) **Exclusions.** This Limited Warranty does not cover: normal wear and tear; abuse, misuse, improper installation, incorrect hookup or commissioning of hydraulic, pneumatic, electrical, control, cooling, or utility connections; inadequate utilities; improper pressure, stroke, speed, temperature, or control settings; contamination; inadequate maintenance; improper storage/handling; operation outside specifications or Seller's instructions; over-stroke, crash, pinch, or other damage caused by operation; damage in transit; consumables; or defects attributable to designs/specifications/material (oil or grease type etc.) choices not furnished by Seller; products altered/repared by parties other than Seller without prior written authorization.

(f) **Disclaimers.** EXCEPT FOR THE EXPRESS WARRANTY ABOVE, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No oral or written statement by Seller or its representatives shall expand this Limited Warranty.

(g) **Sole and exclusive remedies.** Purchaser's sole and exclusive remedies for breach of warranty are those stated in this Section.

(h) **Specifications, tolerances & acceptance (non-material deviations).**



PROGRESSIVE MANUFACTURING

~ CELEBRATING 54 YEARS ~

300 MASSILLON RD.
AKRON, OH 44312

PHONE- 330-784-4717

FAX- 330-784-4728

WWW.PROREBUILD.COM

SALES@PROREBUILD.COM

(i) **Governing documents.** Conformance is determined against Seller's final Seller-approved drawings, quotation, and written acceptance/performance criteria (collectively, "Contract Documents"). Marketing drawings, preliminary concepts, and proposal sketches are illustrative only.

(ii) **Tolerances.** Unless specific tolerances are stated in the Contract Documents, standard manufacturing tolerances and industry practice apply.

(iii) **Non-material deviations not defects.** Minor dimensional, finish, or layout variances from nominal that do not materially impair safety, rated performance, functional capability, serviceability, or site integration are not defects and are not grounds for rejection or warranty claims—even if a resulting overall width/length/height differs slightly from a proposal drawing.

(iv) **Performance governs.** Where the product meets the performance and functional expectations set forth in the Contract Documents (e.g., tonnage, speed, temperature uniformity, parallelism/planarity if specified, control functions), such performance conformity controls over minor dimensional variances.

(v) **Critical dimensions.** If Purchaser requires a must-not-exceed (NTE) or "critical" dimension for fit, code, or permitting, Purchaser must identify it in writing prior to order acceptance and it must appear as such in the final Seller-approved drawings. Absent that identification, reasonable dimensional variances within tolerance shall be deemed conforming.

6A. THIRD-PARTY (VENDOR) COMPONENT WARRANTIES

Certain components supplied with Seller's products (including, without limitation, electrical controls and components, hydraulics, seals, and platen assemblies) are manufactured by third parties. Such components are warranted solely by their respective manufacturers, and Seller passes through to Purchaser the benefit of any applicable third-party warranties to the extent permitted. Claims under any third-party warranty shall be administered by Seller or directly with the manufacturer, at Seller's discretion. Remedies for third-party components are limited to the remedies provided by the applicable manufacturer.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR TO ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, OR LOST PROFITS, arising from or related to the products, their delivery, non-delivery, design, use, or inability to use, whether claimed under contract, tort, or any other theory. Purchaser understands that the sole and exclusive remedy is repair, replacement, or remanufacture pursuant to Section 6; if a product proves so defective as to preclude those remedies, Purchaser's sole and exclusive remedy and Seller's sole and exclusive liability shall be the credit referenced in Section 6(b).

8. THIRD-PARTY PARTICIPATION

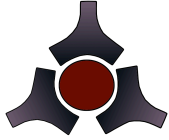
Seller is not responsible for delays caused by third parties utilized by Seller to produce products or by any such third party's inability to deliver goods/services to Seller. Where Seller's quote depends on a third-party quote, Seller shall not be bound by its own quote if the third party fails to provide goods/services as promised.

9. INDEMNIFICATION

Purchaser shall indemnify Seller against all claims, losses, liabilities, and expenses (including reasonable attorney fees) on account of damaged property or injury/death of persons (including Purchaser's employees) arising out of Purchaser's storage, handling, use, implementation, or disposal of the products, or arising out of any infringement claim where Seller was not responsible for the product design, except for damages attributable to Seller's gross negligence. This indemnity survives expiration/termination/cancellation.

10. INTEGRATION

There are no understandings between the parties other than as set forth herein. All previous communications concerning the subject matter hereof, whether verbal or written—including, without limitation, Purchaser's Order—are hereby abrogated and withdrawn. This contract constitutes the entire agreement between the parties. Any different terms or conditions in any Purchase Order, whether material or not, shall not be binding unless expressly accepted in writing by Seller. Delivery of a Purchase Order pursuant to this Quotation shall be deemed acceptance by Purchaser of these Terms and Conditions.



PROGRESSIVE MANUFACTURING
~ CELEBRATING 54 YEARS ~

**300 MASSILLON RD.
AKRON, OH 44312**

PHONE- 330-784-4717

FAX- 330-784-4728

WWW.PROREBUILD.COM

SALES@PROREBUILD.COM

11. MISCELLANEOUS

These Terms and Conditions shall be governed by the laws of the State of Ohio. The parties submit to the jurisdiction of the appropriate local, state, or federal courts within Summit County, Ohio for disputes/claims arising hereunder. The prevailing party in any litigation involving this transaction shall be entitled to recover reasonable attorney's fees and costs. Nothing herein creates any third-party beneficiary rights. Failure to insist on strict performance or exercise any right shall not constitute a waiver of such terms or rights on any future occasion.

12. HEAVY-EQUIPMENT WARRANTY RETURN & FIELD SERVICE LOGISTICS

(a) Default remedy; place of repair. For presses, mills, calenders, and comparable heavy equipment, Seller's default warranty remedy is repair, replacement, or remanufacture at Seller's facility in Akron, Ohio due to the precision machining, test capability, and safety controls required.

(b) Remote triage and alternatives. Prior to any return, Purchaser shall support reasonable remote diagnostics (photos, videos, PLC/alarm logs, operating data). At Seller's discretion, Seller may (i) provide parts, (ii) authorize or dispatch on-site service, or (iii) require return-to-plant.

(c) Outbound logistics (Purchaser responsibilities). If return-to-plant is required, Purchaser shall de-energize, lock-out/tag-out, drain/secure fluids per Seller's RTM, protect machined/heat surfaces, brace moving members, and arrange/pay for qualified rigging and outbound heavy-haul freight to Seller's facility. Purchaser is shipper of record and must comply with Seller's RTM instructions (including lift points/CG, blocking, and packaging). Title/risk during transit remain governed by Section 2 unless otherwise agreed.

(d) Return leg (Seller responsibilities). For equipment confirmed by Seller as having a covered warranty defect, Seller will return the repaired/replacement/remanufactured product via standard heavy-haul service within the contiguous U.S. at Seller's expense. Expedited services, escorts/permits, cranes/lift-gates, inside delivery, layovers, off-hours/site restrictions, and international shipping/duties/taxes are Purchaser's responsibility.

(e) Non-warranty findings. If Seller determines the condition is not a defect or is outside warranty, Purchaser shall bear evaluation, repair, and all freight/rigging costs.

(f) Safety & site readiness. Purchaser must ensure OSHA-compliant lock-out/tag-out, safe access, and site readiness for any on-site service. Seller may decline or delay service where conditions are unsafe or non-compliant.

(g) No expansion of warranty. Nothing in this Section 12 expands the scope/duration of the Limited Warranty or alters the limitations of liability in Section 7.

(h) Non-Warranty Field Service. If Seller provides troubleshooting, inspection, field service, supervision, repair, replacement, commissioning assistance, or installation assistance for a condition that Seller determines is not a covered warranty defect, Purchaser shall pay Seller's then-current charges for labor, travel time, mileage, lodging, meals, subcontractors, rigging, freight, consumables, and replacement parts.

(i) No Admission of Warranty Coverage. Seller's provision of remote support, technical advice, replacement parts, goodwill assistance, or onsite service shall not constitute an admission that the condition is covered by warranty.