

SECTION 22: TERMS AND CONDITIONS OF ORDER



Terms and Conditions of Order

The following terms and conditions govern your purchase of the product(s) as described more specifically on the Order Acknowledgement, Invoice, or other relevant document (the "Product"). By ordering and accepting the Product, you expressly agree to be bound by these terms and conditions. If you disagree with or otherwise do not accept these terms and conditions, then you must not order and accept the Product.

Any reference made to "you" or "your" in these terms and conditions is a reference to the customer as described more specifically on the Order Acknowledgement, Invoice, or other relevant document.

Any reference to "we", "us", or "our" in these terms and conditions is a reference to Blair Rubber Company, Hyload Inc. and their Affiliates (an "Affiliate" being any person, corporation or other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with either Blair Rubber Company or Hyload Inc.).

1. Conflict

These terms and conditions shall take precedence over any contrary terms and conditions contained in any other document, including any terms and conditions contained in any form of purchase order or similar document provided by you.

2. No Warranty

THE PRODUCT IS PROVIDED ON AS "AS IS" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER. TO THE GREATEST EXTENT PERMITTED BY LAW, WE MAKE NO EXPRESS OR IMPLIED CONDITION, STATEMENT, OR WARRANTY, STATUTORY OR OTHERWISE, AS TO THE CONDITION, FITNESS, STATE OR SUITABILITY OF THE PRODUCT, AND THIS PROVISION SHALL OVERRIDE ANY VERBAL REPRESENTATIONS MADE BY ANY EMPLOYEE, AGENT, OR SUBCONTRACTOR OR BY ANY OTHER PARTY WORKING ON OUR BEHALF, ALL OF WHICH ARE HEREBY DISCLAIMED. YOU AGREE THAT WE HAVE NOT DELIVERED ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO THE PRODUCT, AND THAT THERE ARE NO CONDITIONS, WARRANTIES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO QUALITY, OTHER THAN WHAT IS CONTAINED IN THESE TERMS AND CONDITIONS.

3. Limitation of Liability

Our liability, whether in contract, in tort, under warranty, in negligence or otherwise, shall not exceed in the aggregate and in any case the return of the amount of the purchase price paid for the Product as described more specifically on the Order Acknowledgement, Invoice, or other relevant document related to your purchase of the Product.

To the greatest extent permitted by law, we shall not be liable in any way for any death or bodily injury; or for any loss or damage or injury to any property belonging to you or to any other person; or for any special, indirect or consequential damages, including, without limitation, loss of revenue, loss of profit, loss of contract, loss of production, loss of goodwill, loss of use, loss of opportunity, or any similar loss or cost, regardless of whether those damages were foreseeable, in any way arising from or relating to, directly or indirectly, the Product, or your business operations related to the Product, including without limitation your purchase, use, resale, or distribution of the Product.

4. Indemnification

You agree to indemnify us and to save and hold us harmless from any claims, demands, liabilities, costs, expenses, or judgments whatsoever, including, without limitation, reasonable attorney's fees and disbursements and court costs, in any way arising from or relating to, directly or indirectly, the Product, or your business operations related to the Product, including without limitation your purchase, use, resale, or distribution of the Product.

5. Governing Law and Forum

These terms and conditions, and the rights and obligations contained in these terms and conditions, shall be construed in accordance with and governed by the laws of the State of Ohio. You hereby irrevocably and unconditionally attorn to the exclusive jurisdiction and venue of the state and federal courts located in the State of Ohio, USA in respect of all disputes arising out of, or in connection with, these terms and conditions or in respect of any legal relationship associated with or derived from these terms and conditions.

6. Intellectual Property

You acknowledge and agree that we are the exclusive owner of certain trademarks (including designs and logos), trade secrets, copyrights, specifications, formulas, and other valuable intellectual property rights relating to the Product.

You acknowledge and agree that the composition and formulation of the Product, including without limitation, chemical composition and methods and instructions for formulation, processing, and production, and all intellectual property, processes, know-how, trade secrets and other related proprietary information are our sole and exclusive intellectual property and that you shall not at any time assert or claim any interest in, or do anything that may adversely affect the validity of, our exclusive intellectual property, including, but not limited to, taking any action, or allowing any action to be taken, which may damage, detract from, or be otherwise detrimental to our intellectual property rights.

7. Regulatory Compliance

You are solely responsible and solely liable for your compliance with all applicable laws, rules, regulations, governmental requirements, and industry standards applicable to your business operations related to the Product, including, without limitation, your purchase, use, resale, or distribution of the Product.

8. Severability

If any provision contained in these terms and conditions shall for any reason be held illegal or unenforceable, such provision shall be deemed separable from the remaining provisions of these terms and conditions and shall in no way affect or impair the validity or enforceability of the remaining provisions of these terms and conditions.

9. Modifications

Any amendment or modification to these terms and conditions must be in writing and must be executed by us in order to be valid and enforceable.

10. Waiver

No delay or omission on our part to exercise any right that we may have pursuant to these terms and conditions shall operate as a waiver of any provision of these terms and conditions or of any rights we may have pursuant to these terms and conditions on any future occasion.

Purchaser: _____

Signature: _____

Print Name: _____

Date: _____