



Terms and Conditions of Sale

Definitions: “EMI” means EMI Corp and its subsidiaries and divisions. “Buyer” means any customer purchasing goods or services from EMI.

Acceptance: The willingness of EMI Corp and its subsidiaries and divisions (“EMI”) to sell products to Buyer is expressly conditioned on Buyer’s assent to these Terms and Conditions. All orders are subject to approval by EMI. EMI objects to and rejects any additional or contrary terms and conditions of sale included in any purchase order, acknowledgement or other communication submitted by the Buyer. The following shall constitute Buyer’s acceptance of these Terms: (1) Buyer’s execution of this Agreement; (2) Buyer’s order for any Products, whether communicated to EMI verbally, in writing, by electronic data interface or other electronic commerce; (3) Buyer’s request for EMI to commence work; (4) Buyer’s failure to object within 10 days after receiving these Terms; or (5) Buyer’s communication by any other means indicating Buyer’s willingness to order Products. Reference in EMI’s order acknowledgement to Buyer’s purchase order or purchase order number shall in no way constitute an acceptance of any of Buyer’s terms or conditions of purchase.

Prices: Unless otherwise specifically stated in the Quote, quoted prices are effective for 30 days from date of quotation; thereafter, prices are subject to change by EMI without notice. Prices listed in EMI’s catalogs are current at time of publication and are subject to change without notice. Quantity discounts are offered only as specifically stated in the Quote or EMI’s catalog and, unless otherwise specified in the Quote or EMI’s catalog, must be ordered at the same time, on a single purchase order, for shipment per EMI’s standard delivery schedule. Any local, state, or federal tax levied on the sale will be added to the purchase price and paid by the Buyer. Any portion of the price not paid when due will bear interest from the due date at the rate of 1.5% per month, compounded monthly, or at the next lowest annual percentage rate as is permissible under any applicable usury law.

Payment Terms & Credit: All orders are subject to credit approval by EMI. For orders [and multiple purchase orders constituting a project, approved in advance and in writing by EMI] less than \$20,000: Net 30 Days. For orders [and multiple purchase orders constituting a project, approved in advance and in writing by EMI] over \$20,000: 30% down with order, 70% net 30 days.

EMI reserves the right to require advance payment or provision of securities for first and subsequent deliveries if there is any doubt regarding Buyer’s creditworthiness or for other business reasons. If the requested advance payment or securities are not provided to EMI’s satisfaction, EMI reserves the right to suspend performance or reject the order, in whole or in part, without prejudice to EMI’s other rights or remedies, including the right to full compensation. EMI may revoke or shorten any payment periods previously granted

in EMI’s sole determination. Buyer does not have the right to suspend or withhold payment of the full amount due under any circumstances.

Security Interest: To secure payment of all sums due from Buyer, EMI retains a security interest in all Products delivered to Buyer and, Buyer’s acceptance of these Terms is deemed to be a Security Agreement under the Uniform Commercial Code. Buyer authorizes EMI as its attorney to execute and file on Buyer’s behalf all documents EMI deems necessary to perfect EMI’s security interest.

Cancellation & Termination: Orders may not be cancelled without EMI’s prior written consent and upon terms that will indemnify, defend and hold EMI harmless against all direct, incidental and consequential loss or damage and any additional expense. EMI, may, at any time and for any reason, change features, specifications, designs and availability of Products. EMI may cancel any order, package of orders, or terminate any agreement governed by or arising from these Terms, at any time and for any reason, by giving Buyer 30 day’s written or electronic notice. EMI may immediately terminate, in writing, if Buyer: (a) breaches any provision of these Terms, (b) becomes or is deemed insolvent, (c) appoints or has appointed a trustee, receiver or custodian for all or any part of Buyer’s property, (d) files a petition for relief in bankruptcy on its own behalf, or one is filed against Buyer by a third party, (e) makes an assignment for the benefit of creditors; or (f) dissolves its business or liquidates all or a majority of its assets.

Setoff: Buyer may not withhold payment of any amounts due and payable as a deduction, setoff, or recoupment of any amount, claim or dispute with EMI, regardless of whether relating to EMI’s breach or otherwise. EMI, in its sole discretion, shall have the right to credit toward the payment of any monies that may become due, any sums which may now or hereafter be owed to Buyer by Buyer, whether or not related to a single transaction.

Limitation on Assignment: Buyer may not assign its rights or obligations without the prior written consent of EMI.

Shipment Schedule: All shipping dates are approximate, and EMI is not responsible for any delay. Shipment shown is only an estimate based on available inventory, and engineering and production schedules at time of quotation. EMI reserves the right to update the estimated shipping date of Product at any time for any reason.

Force Majeure: EMI will not be liable for any damage, loss of profit, or expenses arising out of delays in shipment or other nonperformance of this transaction caused by or imposed by: (a) strikes, accidents, fires, floods, disasters, riots, rebellions, acts of terrorism, embargoes, acts of God, delay in transportation, sudden increase in cost of raw material, components, fuel or oil, or the transportation thereof, energy crisis, energy or fuel interruption, equipment or facility condition



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or breakdown, pandemics, epidemics, other widespread illness, public health emergency, cyber related disruptions or downtime, cyber-attacks, ransomware, sabotage (b) acts of Buyer, (c) shortages of labor, oil, fuel, power, materials, supplies, transportation or manufacturing facilities, (d) government action, (e) subcontractor or carrier delay or failure (f) any other cause or condition beyond EMI's reasonable control. Additionally, EMI assumes NO responsibility for delivery performance, cost surcharges, or other fees imposed by a carrier, whether selected by Buyer or EMI. Force majeure in the meaning of these Terms means any circumstances beyond EMI's control that permanently or temporarily hinders performance, even where that circumstance was already foreseen. Buyer shall not be entitled to order cancellation following EMI's issuance of a unilateral production stop not initiated by government decision.

Confidential Information: Buyer acknowledges and agrees that any technical, commercial, or other confidential information of EMI, including, without limitation, pricing, technical drawings or prints and/or part lists, which has been or will be disclosed, delivered, or made available, whether directly or indirectly, to Buyer ("Confidential Information"), has been and will be received in confidence and will remain the property of EMI. Buyer further agrees that it will not use EMI's Confidential Information for any purpose other than for the benefit of EMI and shall return all such Confidential Information to EMI within thirty (30) days of termination of the agreement pursuant to which such Confidential Information was disclosed.

Waiver and Severability: Failure to enforce any provision of these Terms will not invalidate that provision; nor will any such failure prejudice either party's right to enforce that provision in the future. Invalidation of any provision of these Terms shall not invalidate any other provision herein and, the remaining provisions will remain in full force and effect.

Duration: If Buyer orders Products in installments over successive periods, unless otherwise stated in the Quote or EMI's order acknowledgement, any agreement governed by or arising from these Terms shall: (a) be for an initial duration of 90 days; and (b) shall automatically renew for successive 90-day terms unless terminated by Buyer with at least 180-days written notice to Seller or if Seller terminates the agreement for convenience or breach pursuant to these Terms. Unless otherwise stated in EMI's Quote or Order Acknowledgement, any agreement governed by or arising from these Terms shall not be a requirements or output contract.

Shipment: Shipment of products is ExW (ex-works incoterms 2022), EMI facility, Jackson Center OH, or EMI facility, Wickliffe, OH. Packages weighing less than 75lbs. are shipped via small parcel service, pre-paid via EMI carrier of choice and added to the invoice unless otherwise specified. Shipments weighing over 75lbs., or oversized, are

shipped Freight Collect via truck (common carrier) unless otherwise specified and agreed to by EMI. All shipments will be insured at the buyer's cost for the full value of the shipment unless buyer expressly waives insurance coverage in writing prior to shipment. All claims of shortages, defects or rejections must be made by the Buyer in writing within 15 days after receipt of the shipment. Claims of damage must be made to the carrier in accordance with its procedures. Buyer agrees that EMI has no liability for any damage during shipment.

Notes: (1) In cases of skid or crate shipments, Buyer shall specify a freight carrier with whom Buyer has an established account. Buyer's failure to specify a carrier can result in shipment delays or require Buyer's payment to freight company before equipment can be unloaded at Buyer's dock. (2) EMI assumes no responsibility for shipments delayed or those received "Driver Collect" due to a freight carrier not being specified by Buyer. (3) Truck shipments shipped Freight Prepaid and charged back will be invoiced to Buyer on a separate Freight Invoice plus a 10% handling fee with terms of net 15 days.

Delivery Loss and Damage Claims: All claims must be made by Buyer, in writing, within 10 days of delivery, otherwise the Product will be accepted by Buyer in "as-is" condition. Buyer must set aside, protect, and hold safe Products claimed as damaged. Claims must be filed with the freight carrier and must be initiated by the party who is responsible for payment of freight – EMI for Prepaid terms, the Buyer for Collect or Receiver terms. EMI will attempt to assist in the resolution of freight claims but shall not assume responsibility for Collect/Receiver initiated claims. Freight carriers may require shipping charges to be paid before issuing a credit on a claim and does not relieve the responsible party for payment of freight charges.

Proof of delivery requests must be received within 90 calendar days of shipment. After 90 days of shipment, the Buyer waives its right to dispute delivery of goods and agrees not to withhold payment against alleged non-delivery.

Export Control: Buyer acknowledges that EMI's products are subject to U.S. export controls and economic sanctions laws and regulations. Buyer agrees not to export, re-export, or retransfer EMI's products to any entity subject to US sanctions, embargoes, or trade restrictions, and to comply with all applicable U.S. export controls and economic sanctions laws and regulations regarding EMI products.

Export Shipment: Buyer is responsible for the payment of all international shipping costs and taxes and duties including but not limited to: VAT, tariff, duty, taxes, customs clearance charges, freight forwarder fees and warehousing charges, and other charges related to international shipments. EMI is not responsible for delays due to freight transport, customs clearance, import/export holds,



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freight forwarder delays, or the Buyer not providing EMI necessary information for export documentation. For all shipments having a destination outside of the United States (“International Shipments”), Buyer shall be responsible, and bears the risk of loss, for customs clearance, documentation, fees, inspections, and processes including but not limited to any detentions, holds, and quarantines. EMI may provide Buyer, in EMI’s exercise of reasonable care, information regarding the Products including but not limited to physical merchandise, packaging, merchandise descriptions, units of measure, valuation, country of origin, product labeling, use and application of intellectual property, customer name, customer address, customer order information and any other information relating to the Products (“Shipping Information”). In no event shall EMI have any liability to Buyer arising from the Shipping Information, pre-entry, post-entry or otherwise, including but not limited to audits, claims, damages, errors, fees, injury or verifications or any other action related to the Products. In no instance shall EMI be designated as the importer of record for any international shipments.

An Automated Export System (AES) filing is required for most exports exceeding \$2,500. An AES filing is often submitted by the U.S. Principal Party in Interest (USPPI), which is typically EMI. It can also be submitted by an authorized agent of the USPPI, such as a freight forwarder. If EMI authorizes the Buyer’s freight forwarder or agent to file on behalf of EMI, EMI must receive a full copy of the AES filing submitted by the freight forwarder within three business days of receipt by the freight forwarder. If EMI does not receive a copy of the filing within three business days of shipment, EMI reserves the right to not authorize future power of attorney documentation to file the AES on behalf of EMI and to withhold further shipments pending EMI being provided all information necessary for AES filing.

Installation: Unless otherwise indicated, Buyer is solely responsible for safe installation of the equipment. In all cases, Buyer remains responsible for proper maintenance and guarding in accordance with applicable OSHA, federal, state, local, and other applicable regulations. Buyer shall comply with all instructions, guides and specifications provided by EMI with the Quote or the Products. If Buyer uses or resells the Products in any way prohibited by EMI’s instructions, guides or specifications, or Buyer otherwise fails to comply with EMI’s instructions, guides and specifications, Buyer acknowledges that any such use, resale, or non-compliance is at Buyer’s sole risk.

SERIOUS BODILY INJURY OR PROPERTY DAMAGE MAY RESULT FROM IMPROPER USE, GUARDING, OR MAINTENANCE OF EMI PRODUCTS OR PRODUCTS RESOLD BY EMI.

Limited Warranty:

Conveyor Products: Conveyors (other than belting), motors, gear reducers and other drive components are guaranteed for 36 months from the date of shipment to be free from defects in material and workmanship when maintained in accordance with EMI manuals and operated under the conditions for which they were designed. Belting is guaranteed for 90 days under the same conditions.

EOAT Products: EMI, Gimatic, and Senvex EOAT products are guaranteed for 24 months from the date of shipment to be free from defects in material and workmanship when maintained in accordance with their respective product manuals and operated under the conditions for which they were designed. Wear items such as, but not limited to; vacuum cups, nipper blades, air hand expanders and inflators are not warranted and are sold on an “as-is” basis.

Injection Molding Supplies: EMI manufactured accessory products for injection machines are guaranteed for 12 months from the date of shipment to be free from defects in material and workmanship when maintained in accordance with their respective product manuals and operated under the conditions for which they were designed. Wear and consumable items such as, but not limited to; non-return valves, nozzles, gate cutters, mold spray, oil sorbent, oil filters, etc. are not warranted and are sold on an “as-is” basis.

Third party equipment or components are not warranted except where specified, but any third-party warranties are, to the extent permitted, passed through to the Buyer. Damage, due to abuse, accident, misuse, modification, improper installation or maintenance, or improper electrical or mechanical applications are not covered by this Limited Warranty.

Furthermore, this Limited Warranty shall be void and of no effect whatsoever in the event the equipment is not used in accordance with and/or for the purpose provided, or if damaged by reason of abnormal weather conditions, acts of God, falling objects, explosions, fire, riots, civil commotion, external forces, faulty or inadequate installation, acts of war, radiation, harmful fumes or foreign substances in the atmosphere, floods or use in structures not in accordance with accepted engineering standards.

Any claim for breach of the Limited Warranty must be made and presented to EMI in writing within a period of thirty (30) days following the discovery of the alleged defect, failing which the foregoing Limited Warranty shall be void and of no effect whatsoever. Alleged defective products shall be returned to EMI for inspection. Buyer must receive written authorization from EMI before returning any products and Buyer shall ship the products to EMI freight pre-paid at Buyer’s expense. Authorization to return products is for purposes of inspection and shall not constitute acceptance of a product defect. Returned products must be suitably crated or packaged by the



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Buyer to prevent damage. EMI will inspect the returned products for defects. If inspection reveals a defect, Buyer's sole recourse for breach of warranty is the repair or replacement of defective products or the return of purchase price, at EMI's sole discretion. Repaired or replaced products are returned to the Buyer at no charge. If inspection reveals no defect, EMI will return the product to the Buyer at the Buyer's expense.

EMI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR THE USE OF THE EQUIPMENT OR THE PERFORMANCE OF THE EQUIPMENT. EMI SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EMI NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT, ANY WARRANTY NOT SPECIFICALLY PROVIDED HEREIN.

Limitation of Liability: EMI's liability under this transaction will not exceed the purchase price. **EMI IS NOT LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING DIRECTLY OR INDIRECTLY TO THIS TRANSACTION OR AS A RESULT OF THE SALE OF PRODUCTS OR EQUIPMENT, A BREACH OF THE WARRANTY PROVIDED HEREIN, OR ANY USE OR MISUSE OF THE PRODUCTS OR EQUIPMENT.**

Indemnification: Buyer agrees to indemnify and hold EMI harmless and defend EMI from and against all liability, loss, claims, damages, lawsuits, judgments, costs and expense (including attorneys' fees and costs) whether for personal or bodily injury, intellectual property infringement, property damage, economic loss, or any other claim arising, directly or indirectly, from, or in connection with, (a) improper selection, design, specification, application, or any misuse of Products; (b) any act or omission, negligent or otherwise, of Buyer; (c) EMI's use of patterns, tools, equipment, plans, drawings, designs, specifications or other information or things furnished by Buyer; (d) damage to the Products from an external cause, repair or attempted repair by anyone other than EMI, failure to follow instructions, guides and specifications provided by EMI, use with goods not provided by EMI, or opening, modifying, deconstructing, tampering with or repackaging the Products; or (e) Buyer's failure to comply with these Terms, including any legal or administrative proceedings, collection efforts, or other actions arising from or relating to such failure to comply. EMI shall not indemnify Buyer under any circumstance except as otherwise provided in these Terms. Buyer acknowledges that this Section was specifically and separately negotiated by the parties.

Returns: Buyers may request a product be returned to EMI for credit of purchase price. A material return number (RMA#) must be obtained before any products may be sent back to EMI. Buyer understands that obtaining an RMA number does not constitute EMI's acceptance of the return. Return of Products under this Section is at EMI's sole discretion, approval of which is only permitted if in writing by an authorized EMI representative. Buyer may return the products via freight carrier of their choice, and shipping must be at Buyers cost (pre-paid).

Buyer must package the products suitably to prevent damage to the products being returned. An inspection of the returned products will be conducted to determine if full or partial credit will be issued against the original purchase price. If the item is returned in the same condition as it was originally sent, and sealed in the original packaging that it was shipped from EMI a re-stocking fee or other credit adjustment is typically waived. Built to order, customized, and non-standard or other non-stock parts including but not limited to alterations to the product that Buyer makes are subject to a re-stocking fee and may not qualify for return credit.

Entire Agreement: These Terms, along with the terms set forth in the body of any Quote, form the entire agreement between the Buyer and EMI and constitute the final, complete, and exclusive expression of the terms of sale and purchase. In the event of a conflict between any term set forth in the body of a Quote or Order Acknowledgment and these Terms, the terms set forth in the body of the Quote or Order Acknowledgement shall prevail. All prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter shall have no effect. These Terms may not be modified unless in a hard copy/non-electronic writing that is signed by an authorized representative of EMI. These Terms cannot be modified by a 'click-wrap' or other purported electronic assent to different or additional terms, including any electronic communication such as email or any type of electronic signature.

Law: This transaction is governed and construed in accordance with the laws of the State of Ohio (exclusive of any conflict of laws provision) and the Buyer consents and submits to the jurisdiction of any state court located in Shelby County, Ohio. If any provision of these Terms and Conditions is deemed to be held invalid, illegal, unenforceable, or inoperative, the balance of these Terms and Conditions will remain in full force and effect as if such revision had not been included.

(rev. 10/11/2023)

Signature _____ Title _____ Date _____



Return signed Credit Application to: AR@EMlcorp.com
EMI Corp. PO Box 590, Jackson Center, Ohio 45334
937-596-5511, Fax: 216-535-4876

Customer Credit Application (page 1)

Company Name: _____

Trade Name: _____

Address: _____

City: _____ St: _____ Zip: _____

Is this address: Bill to Ship to Both

Billing Address (If different than above):

Address: _____

City: _____ St: _____ Zip: _____

Owner/Officer: _____

Address: _____

Owner/Officer: _____

Address: _____

Telephone: _____

Email: _____

Year Started Business: _____

Number of Employees: _____

Business Ownership: Corporation Partnership Sole Partnership

Accounts Payable Contact: _____

Email: _____

Tel: _____

Title: _____

Tel: _____

Title: _____

Tel: _____

Business Emphasis: _____

Primary Market: _____

Primary geographical marketing area: _____

What major manufacturers do you purchase from directly? _____

Under what payment terms? _____

Please list names of your purchasing people:

_____ Tel: _____ Ext. _____ Email: _____

_____ Tel: _____ Ext. _____ Email: _____

_____ Tel: _____ Ext. _____ Email: _____

_____ Tel: _____ Ext. _____ Email: _____

Anticipated purchases in the next 12 months:

Up to \$7,500

\$7,500 – \$15,000

\$15,00 – \$25,000

\$25,000 & over

Comments or other information about your company:



Customer Credit Application (page 2)

Billing Information:

Purchase Order or I.D. required for purchase?:	Yes	No	If Yes, explain:
State Sales Tax applicable?:	Yes	No	If No, attach a signed Sales Tax Exemption Form

Bank Reference:

Bank:	Account #:
City:	St:

Trade References: (Must be current vendors)

Name: _____

Address: _____

City: _____ St: _____ Zip: _____

Email: _____

Phone: _____ Fax: _____

Name: _____

Address: _____

City: _____ St: _____ Zip: _____

Email: _____

Phone: _____ Fax: _____

Name: _____

Address: _____

City: _____ St: _____ Zip: _____

Email: _____

Phone: _____ Fax: _____

Name: _____

Address: _____

City: _____ St: _____ Zip: _____

Email: _____

Phone: _____ Fax: _____

Trade References should be small businesses you are currently on NET terms with. Large corporations will not share trade information. Providing references that will not share information will only delay your application.

Credit Terms: Please Read Carefully and Sign

THE ABOVE INFORMATION IS FOR THE PURPOSE OF OBTAINING CREDIT AND IS WARRANTED TO BE TRUE. FALSE OR MISLEADING INFORMATION WILL CAUSE REVOCATION OF ANY EXTENSION OF CREDIT.

I/WE/BUSINESS/ORGANIZATION ("APPLICANT") HEREBY AUTHORIZES EMI CORP. OR ANY CREDIT BUREAU EMPLOYED BY THEM TO INVESTIGATE THE REFERENCES HEREIN LISTED OR STATEMENTS OR OTHER DATA OBTAINED FROM ANY OTHER PERSON PERTAINING TO APPLICANT'S CREDIT RESPONSIBILITY AND TO SUPPLY FURTHER INFORMATION IF REQUESTED. THE APPLICANT UNDERSTANDS AND AGREES TO PAY ALL CHARGES BY THE 30TH DAY FOLLOWING THE DATE OF INVOICE AND THAT PAYMENT TERMS ARE NOT BASED ON RECEIVING A STATEMENT. ANY BALANCES REMAINING AFTER 30 DAYS FROM INVOICE DATE WILL ACCUMULATE INTEREST AT 1.5% PER MONTH, COMPOUNDED MONTHLY. THE APPLICANT WILLINGLY AGREES TO PAY ALL COSTS OF COLLECTION, ATTORNEYS' FEES AND COSTS AND OTHERWISE, ON ANY INVOICES AFTER 30 DAYS FROM INVOICE DATE. THE APPLICANT FURTHER AGREES THAT ANY DISPUTES WILL BE PUT IN WRITING WITHIN 10 DAYS OF RECEIPT OF GOODS. THE APPLICANT ALSO AGREES THAT ANY DISPUTES OR LITIGATION THAT MAY ARISE SHALL BE INTERPRETED BY THE LAWS OF THE STATE OF OHIO WITHOUT REFERENCE TO CHOICE OF LAW. EMI MAY REVOKE ANY CREDIT PROVIDED, AT ANY TIME AND FOR ANY REASON, AT ITS SOLE DISCRETION.

Business Name _____

Trade Name _____

THE APPLICANT DOES HEREBY ASSUME RESPONSIBILITY FOR THE DEBTS OF THE APPLICATION HEREIN. I CONFIRM THAT I AM AN AUTHORIZED SIGNATORY ON BEHALF OF THE APPLICANT.

Authorized Signature _____

Title _____