



GENERAL

1. Collect calls from customers will be charged back to them unless Manufacturer expressly agrees to bear the expense.
2. To help pay for cost of inspection, repacking, restocking, invoicing, and credit memos, etc., there will be a charge of at least 15% on any items returned for credit, with a minimum charge of \$10. No credit can be given on items returned without prior approval, and with written instructions accompanying the items, stating the reason for return, and name of the Owen representative who authorized the return. Only department managers or more senior officials of Owen may authorize return of items for credit. Owen will not be responsible for holding or accounting for items returned without prior approval and proper written instructions being shipped with the returned items. If freight is not prepaid on the items returned for credit, the cost of freight will be deducted from credit issued. Non-standard items which are manufactured at the request of a customer cannot be returned for credit. We cannot be responsible for items which do not strictly comply with the requirements specified in this paragraph.
3. At Manufacturer's option, it may loan to any selected customer, only at said customer's request, certain employee(s) of Manufacturer for the purpose of operating equipment which said customer has bought or leased from Manufacturer, training other employee(s) in the operation of said equipment, or performing such other duties of said customer as may be requested; provided, however, only by its request for said services, customer expressly agrees that the "Loaned Employee(s)" shall be under the direction and control of said customer, that said customer shall supply the necessary equipment and supplies for the services to be performed by "Loaned Employee(s)" and customer understands that Manufacturer lends said employee(s) under the stipulation that employee(s) shall have only such authority as said customer shall direct. For such period as Manufacturer elects to lend its employee(s) as directed above, customer shall at all times have the right of direction and control over said "Loaned Employee(s)". It is further understood that Manufacturer has no obligation under its contractual agreement(s) with customer, if any, to loan its employee(s) to customer as a "Loaned Employee(s)" but will do so only at its option and only upon the request of customer. Further, in no event shall Manufacturer be liable for any damage, claim or cause of action resulting from the acts or omissions of Loaned Employee(s), and customers assume, and shall indemnify and hold harmless Manufacturer from and against, any such liability.
4. Because of a policy of continuous product improvements, we reserve the right to change designs, materials, or specifications and to discontinue products without notice.
5. Failure to enforce any or all of the above terms and conditions in a particular instance or instances shall not constitute a waiver of or preclude subsequent enforcement of any or all of the above terms and conditions.