8. Warranty

8.1 For a period of one year from date of delivery, we warrant that the goods manufactured by us shall conform to the specifications in our specification sheet for the goods current on the date of this offer. We make no warranty with regard to goods not manufactured by us, but we do assign all of our rights under any warranty made by the manufacturer of such goods to the extent that the rights are assignable.

8.2 The warranty contained in this offer is the only warranty extended by us and it is extended to you only and not to any successors, assigns, purchasers, users, third parties, employees, or agents. This warranty is not transferable to subsequent owners, except by express, including any warranty of merchantability or fitness for a particular purpose. We disclaim any warranties given via any other document, computer media, verbal or written communication, or sample.

9. Limitations on Liability

9.1 Any suits or claims against us by you for any damages, losses, or expenses, whether direct, indirect, or consequential, arising out of the use or performance of the goods, including, but not limited to, the performance in whole or in part of any contract entered into by you arising out of this offer, shall be limited to the cost of such goods. If you do not agree to this limitation, you must return our goods to us. You may sue us in any court in the state of our incorporation or any other court in which we have a regular place of business, over which we consent to personal jurisdiction, and where the goods were manufactured. You hereby consent to the jurisdiction of the courts in the United States of America and the State of Illinois, and agree not to seek any other forum.

10. Use of Goods

10.1 You will provide adequate and efficient safeguards, work handling tools, and safety devices necessary and reasonably obtainable to be safe and effective for the protection of all persons from bodily injury which otherwise may result from the use, operation, setup or maintenance of the goods. You will comply with the Occupational Safety and Health Act, its regulations, and all other applicable federal, state and local codes and industry-accepted standards. We are not liable for your failure to order, install, or use safeguards, work handling tools, or safety devices. You will establish and require all persons who use, operate, set up or maintain the goods to use all proper safe operating procedures, including, procedures set forth in any manuals, specifications, or other materials furnished by us.

10.2 You indemnify us, and our employees and agents from any loss, damage, or expense (including reasonable attorneys’ fees, and any other costs) arising out of any injury to or death of any person or property by you or your employees or agents or for any failure to comply with the provisions of this offer or any omission or any breach of any warranty or other provision at our home office, within 30 days after you discover such breach or should have discovered such breach using reasonable care, and if no such notice is given, you waive the right to assert such matters.

10.3 You are not liable for any consequential, incidental, indirect, punitive, special or tort damages of any kind, including, any loss of profits. We are not liable for any expenses incurred by you in repairing defective parts or supplying any missing parts, except with our consent. If we agree to replace or repair a defective part, you will pay the cost for procuring and providing all necessary dismantle, reassembly, and handling facilities, and for freight and insurance for shipment of goods to you or parts to us.

9.4 The limitations on our liability contained in this offer apply regardless of whether the form of the claim against us is based on contract, negligence, strict liability, or tort law.

11. Patents

11.1 We indemnify you from any loss, damage, or expense (including reasonable attorneys’ fees) directly caused by any infringement of any United States patent arising out of the purchase, sale or use of goods designed and manufactured by us so long as you give us prompt notice of any such claim and complete authority to direct its defense. We will give you reasonable assistance in defense of any claimed infringement. You shall not settle any claim without our consent. If we settle any claim, we shall be entitled to noninfringing replacement parts or you shall be entitled to a reasonable royalty on sales of infringing parts. You shall be entitled to recover the reasonable costs of the infringement action.

11.2 You indemnify us and our employees and agents (including reasonable attorneys’ fees) directly caused by any infringement of any United States patent arising out of the sale, manufacture or service of goods or manufactures purchased by you or manufactured from your design, except that if infringement is caused by you or your employees or agents’ actions and they agree not to seek any other forum.

12. General

12.1 Illinois law applies to this offer.

12.2 We are in breach of this offer only after you have given us notice describing the breach in reasonable detail, and we have failed to cure the breach within 30 days after service of notice (or of the breach cannot reasonably be cured within that period, we have failed to diligently begin to cure the breach within that period).

12.3 Our obligations under this offer are extended to you only, and shall not inure to the benefit of or form the basis of a claim by any purchaser of the goods or other party. You will not assign this offer without our consent.

12.4 Any action or suit against us arising in any way from this offer or with respect to the goods must be commenced within one year after the cause of action has accrued, and must be filed in the state or federal court designated by Illinois law. You consent to exclusive jurisdiction of such courts, and agree not to seek any other forum.

12.5 All previous verbal and written communications between you and us for the sale of the goods are canceled. There are no other agreements or warranties, except as contained in this offer, which is the final, complete, and exclusive expression of the agreement between you and us. This offer may be amended or supplemented by our consent and is subject to change without notice and without limitation. The invalidity of any part of this offer shall not invalidate any other part and, except for such invalid part, the rest of this offer shall remain effective. No waiver of your performance shall be valid unless we give our consent. No waiver of a specific action shall be construed as a waiver of future performance.

12.6 Any notice, consent, demand or submission required under this offer shall be in writing and delivered to the parties at the address set forth in the offer, or at such addresses as you designate in writing. Service shall be made by hand delivery, by recognized overnight courier, by first class mail (registered and certified, return receipt requested), or (if confirmed in writing using one of the foregoing means) by facsimile or e-mail to the party in question in each case prepaid. All such communications shall be effective when received, except that email that email and facsimile communications shall be effective when received only if confirmation is received within seven days later.