

CONTRACT AGREEMENT

by and between

CUYAHOGA COUNTY, OHIO

and

X-RAY SERVICES OF OHIO LLC

THIS AGREEMENT (the "Contract") is made and entered into this 26 day of July, 2013, by and between Cuyahoga County, Ohio ("the County"), on behalf of the Cuyahoga County Medical Examiner's Office and X-Ray Services of Ohio LLC (hereinafter the "Provider"), with corporate offices located at 394 Weatherstone Drive, Wadsworth, Ohio 44281 to provide preventative maintenance service and calibration on x-ray equipment.

WHEREAS, the County has a present need for preventative maintenance service and calibration on x-ray equipment at the Cuyahoga County Medical Examiner's Office; and

WHEREAS, X-Ray Services of Ohio LLC is awarded this contract, and agrees to provide service as required; and

WHEREAS, the County desires to avail itself of service from Provider for preventative maintenance service and calibration on x-ray equipment located at the Cuyahoga County Medical Examiner's Office and Provider is willing to provide such service to the County all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Provider and the County agree as follows:

ARTICLE I – AGREEMENT AND TERM

- 1.1 Scope of Agreement: During the term of this Contract, X-Ray Services of Ohio LLC shall provide the County with all maintenance on this equipment as set forth in Schedule A – Service Agreement Quotation attached herein and incorporated by reference herein. In the event that the terms and conditions of Schedule A and this Contract are not in agreement, the County and Provider hereby expressly agree that the terms and conditions of this Contract will be controlling and will take precedence over Schedule A.
- 1.2 Term: The term of this Contract shall commence on August 15, 2013, and shall continue, unless extended by the County or sooner canceled or terminated under the provisions of this Contract, until August 14, 2014. The cost of this Contract shall not exceed **Twenty-Four Thousand Nine Hundred Sixty-Four Dollars and 00/100 (\$24,964.00)**. In the event of such unforeseen circumstances the contract shall be amended by written agreement and approved by the County prior to the expiration of the

original term of the contract to cover the additional time period and funds that may be required. Maintenance service is to be provided for each of the x-ray machines listed below:

- 1.2.1 Siemens Mobilette Plus - s/n 20166;
- 1.2.2 Bennett HFQ450 - s/n BHF-99D2513;
- 1.2.3 Bennett P425AT - s/n B-13578;
- 1.2.4 Faxitron Specimen Cabinet - s/n 2317A01163;
- 1.2.5 Philips Dental - s/n 8223319;
- 1.2.6 Carestream Vita CR Reader - s/n 180511-019;
- 1.2.7 Carestream Vita CR Reader - s/n 180511-049;
- 1.2.8 Omni-Archive Server eid#04401

ARTICLE II – SCOPE OF WORK

- 2.1 Rendering of Services. Provider hereby agrees to render the services identified in Article and incorporated by reference herein at a total price which, except as provided in Section 1.2, shall not exceed the amount of **Twenty-Four Thousand Nine Hundred Sixty-Four Dollars and 00/100 (\$24,964.00).**

ARTICLE III – PAYMENT AND INVOICING

- 3.1 Payment. During the term of this contract, the County shall pay Provider annually, for all services performed under this Contract, upon receipt of said invoice and the approval of the Cuyahoga County Executive. In no event shall total compensation under this Contract, including expenses, not-to-exceed **Twenty-Four Thousand Nine Hundred Sixty-Four Dollars and 00/100 (\$24,964.00).**
- 3.2 Invoicing. The Provider shall submit an original invoice, submitted upon services rendered to the County Medical Examiner's Office, at the address noted below:

Cuyahoga County Medical Examiner's Office
Toni Wlosowicz
11001 Cedar Avenue
Cleveland, Ohio 44106

ARTICLE IV - INDEMNITIES AND LIABILITIES

- 4.1 Subcontracting: This Contract was awarded to Provider based upon Provider's unique qualifications and skills, and no task required to be performed under this contract by Provider shall be subcontracted to third parties without the express written consent of Cuyahoga County.
- 4.2.1 Indemnification: Provider shall agree to release, indemnify and to hold harmless Cuyahoga County and any and all officers, agents, servants or employees thereof, from any and all responsibility or liability for Provider's gross negligence or willful

misconduct under this contract. Provider acknowledges that as a political subdivision, the County is prohibited by law from entering into an indemnification agreement and that no provision of this Contract or any other contract or agreement between Provider and the County may be interpreted to obligate the County to indemnify Provider or any other party.

- 4.3 Notwithstanding anything to the contrary in this Contract, Provider shall in no event be liable for consequential, indirect, multiple, collateral, loss of use, loss of business or any other form of special damages.

ARTICLE V - DISPUTE RESOLUTION AND TERMINATION

- 5.1 Dispute Resolution. a) In the event of any dispute or disagreement between Provider and the County, either with respect to the interpretation of any provision of this Contract or with respect to the performance by Provider or the County hereunder, which cannot be resolved in the normal course of business, then upon written notice of either party, each party will appoint a designated officer whose task it will be to meet for the purpose of endeavoring in good faith to resolve such dispute or to negotiate for an adjustment to such section or provision of this Contract. The designated officers shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. Such officers will discuss the problem and/or negotiate the applicable section or provision without the necessity of any formal proceedings relating thereto. During the course of such negotiation, all reasonable requests made by one party to the other for information will be honored in order that each of the parties may be fully advised in the negotiations. The specific format for such discussions will be left to the discretion of the designated officers but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party. No formal proceedings for the binding arbitration of such dispute may be commenced until (i) resolution as contemplated in this clause has been unsuccessful and (ii) either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other party.
- (b) The rights and obligations of the parties under this provision shall not limit either party's right to terminate this Contract as may be otherwise permitted hereunder.
- 5.2 Termination for Default. Either party may terminate this Contract, in whole or in part, whenever such party determines that the other has failed satisfactorily to fulfill its obligations and responsibilities hereunder and is unable to cure such failure within a reasonable period of time, not to exceed thirty (30) calendar days or such longer period of time as may be specified in writing by the terminating party, taking into consideration the gravity and nature of the default. Such termination shall be referred to as "Termination for Default". Upon determination by either party hereto that the other has failed to satisfactorily perform its obligations and responsibilities hereunder, the party seeking termination shall notify the defaulting party in writing of the failure and of the time

period that has been established to cure such failure, which time period shall be not less than ten (10) days. If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party, terminate this Contract, in full or in part, as of the date specified in the notice of termination. Provider, however, shall be paid for all services and/or materials provided on or prior to the date of termination.

- 5.3 Termination for Financial Instability. In the event that Provider becomes financially unstable to the point of (i) ceasing to conduct business in the normal course, (ii) making a general assignment for the benefit of creditors, or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against Provider of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Contract under Section 5.2, the "Termination for Default" clause, by giving written notice thereof.

ARTICLE VI – ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

- 6.1 Electronic Signature. By entering into this Contract, Provider, its officers, employees, subcontractors, sub-grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by Cuyahoga County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document..
- 6.2.1 Compliance with O.R.C. Provider further agrees to be bound by the provisions of Chapter 304 and 1306 of the Ohio Revised Code as they pertain to Electronic Transactions and to comply with the electronic signature policy of Cuyahoga County.

ARTICLE VII- INSURANCE

- A. The Provider shall procure, maintain, and pay premiums for the following forms of insurance:
- (i) Worker's Compensation Insurance as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).
Worker's Compensation Insurance as required by the various state and Federal laws as applicable, including Employers' Liability coverage, shall have limits of liability not less than:
\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease.
Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

- (ii) Commercial General Liability Insurance with limits of liability not less than:
 \$1,000,000 each occurrence bodily injury & property damage;
 \$1,000,000 personal & advertising injury;
 \$2,000,000 general aggregate;
 \$2,000,000 products/completed operations aggregate.
 Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.
- (iii) Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;
 Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.
- (iv) Errors & Omissions Liability Insurance providing coverage for claims arising out of the provision of professional services with a limit of liability not less than:
 \$1,000,000 per claim;
 \$1,000,000 aggregate.
 Such insurance may be written on either an occurrence or claims-made basis.
 However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

B. Mandatory Requirements for All Insurance Coverage

- (a) The insurance policies of the Provider required above with the exception of Workers Compensation Insurance and Errors & Omissions shall each name the "County of Cuyahoga, Ohio" as an Additional Insured and shall contain the following provisions:
- (b) Thirty (30) days prior notice of cancellation or material change;
 - (i) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.
 - (ii) The insurance required above shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.
- (c) These insurance provisions shall not affect or limit the liability of the Provider stated elsewhere in this Contract or as provided by law.
- (d) The Provider shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverage's and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

The Provider shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverage's required herein are in full force and effect. Acceptance of a

non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

ARTICLE VIII – MISCELLANEOUS

- 8.1 Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:

Cuyahoga County Medical Examiner's Office
Toni Wlosowicz
11001 Cedar Avenue
Cleveland, Ohio 44106

In the case of the Provider:

X-Ray Services of Ohio LLC
394 Weatherstone Drive
Wadsworth, Ohio 44281

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

- 8.2 Severability: If, and only to the extent that, any provision of this Contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, it being the intent and agreement of the parties that this Contract shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent. If that is not possible, another provision that is legal and enforceable and achieves the same objective shall be substituted. If the remainder of this Contract is not affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.
- 8.3 Waiver: No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.
- 8.4 Survival of Terms: Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed shall survive any such termination or expiration, or

- (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.
- 8.5 Headings and Interpretation. The article and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.
- 8.6 Governing Law. This Contract shall be subject to interpretation under the laws of the State of Ohio.
- 8.7 Social Security Act: Provider shall be and remain an independent Provider with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by Provider for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized State or Federal officials; and said Provider also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.
- 8.8 Assignment. Provider shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County Executive.
- 8.9 Commencement of Contract Performance. In order to protect the interest of Cuyahoga County this contract must be executed by the County Executive before compensation for the services or products set forth in this contract can be provided. Upon approval by the County Executive of this contract, however, any and all prior performance under this contract shall be deemed ratified and said performance shall be deemed to be included in this contract. Payment(s) for said prior performance shall not increase the amount of the contract limit.
- 8.10 Entire Agreement and Modification. This Contract, including any Schedules and documents referred to in this Contract or attached hereto, each of which is incorporated8 herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.

- 8.11 Confidentiality. The parties acknowledge and agree that during the term of this Agreement, X-Ray Services of Ohio LLC shall act exclusively in the best interest of the Cuyahoga County Medical Examiner's Office. X-Ray Services of Ohio LLC acknowledges that they may have access to information which is confidential and proprietary in nature. X-Ray Services of Ohio LLC expressly agrees not to use or disclose such information in any manner or for any purpose at any time during or after the effective term of this Agreement except as required by law or as required during the course of X-Ray Services of Ohio LLC work for the Cuyahoga County Medical Examiner's Office, unless authorized in writing by the Medical Examiner.
- 8.12 Applicable County Ordinances. All County contracts, including this Contract, are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Contracting and Purchasing Procedures Ordinance. Copies of all County ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.
- 8.13.1 Public Records. All parties hereto acknowledge that County is a political subdivision in the State of Ohio and as such is subject to the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and any and all documents in any format or media.

THIS AGREEMENT shall be subject to interpretation under the laws of the State of Ohio, and is subject to the review of the County Prosecutor's Office as to legal form and correctness.

IN WITNESS WHEREOF, the County and Provider have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written.

X-Ray Services of Ohio LLC

Cuyahoga County, Ohio

BY: Kathy A. Johnson
Printed Name: Kathy B. Johnson
Title: owner

Edward FitzGerald, County Executive
BY: Edward FitzGerald
Edward FitzGerald
County Executive
2014-01-21 09:19:00

26-2952440



X-Ray Services

of Ohio ^{LLC}

Mailing: 394 Weatherstone Drive, Wadsworth, OH 44281
UPS/Freight: 301 Water Street, Wadsworth, OH 44281
Phone: 330-573-4817 Fax: 330-336-7596

QUOTATION FOR SERVICE

Ref. Requisition #CR-13-28239

SOLD TO: Cuyahoga County/Procurement
11001 Cedar Avenue
Cleveland, OH 44113-1611

DATE: July 24, 2013

ATTN: Toni M. Wlosowicz, Procurement/Inventory
Control Manager

Email: twlosowicz@cuyahogacounty.us

Quantity and Catalog Number	Description	Price
<p style="text-align: center;">County Coroner Requisition #CR-13-28239</p> <p style="text-align: right;">TOTAL: \$ 24,964.00</p> <p style="text-align: center;"><i>(See Attached detail of Services)</i></p> <p>Includes one (1) PM and Calibration per year for all x-ray systems. Includes formal, written report for your State inspection purposes performed with certified, calibrated test equipment. Service Repair Number: 330-573-4817</p>		

Terms of Sale: See Attached Terms of Sale

Terms of Delivery: N/A

Quoted Prices Expire: 30 days

CUSTOMER ACCEPTS OFFER AS QUOTED

X-RAY SERVICES OF OHIO, LLC

Signature and Title



Authorized Signature

Date: _____

QUOTATION AND OFFER TO SELL

Date: July 24, 2013

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Quantity and Catalog Number	Description	Price
Siemens Mobilette Plus Serial #20166	Labor, Travel and Parts	\$ 3,782.00
Bennett HFQ450 Serial #BHF-99D2513	Labor, Travel and Parts	\$ 3,782.00
Bennett P425AT (in Decomp) Serial #B-13578	Labor, Travel and Parts	\$ 3,782.00
Faxitron Specimen Cabinet Serial #2317A01163	Labor, Travel and Parts, excluding Glass	\$ 1,236.00
Philips Dental Serial #8223319	Labor, Travel and Parts, Excluding Glass	\$ 1,036.00
Carestream Vita CR Reader Serial #180511-019	Labor, Travel and Parts	\$ 3,782.00
Carestream Vita CR Reader Serial #180511-049	Labor, Travel and Parts	\$ 3,782.00
Omni-Archive Server (Web-enabled PACS)	Labor, Travel and Parts	\$ 3,782.00
Total:		\$24,964.00

QUOTATION AND OFFER TO SELL

Date: July 24, 2013

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Terms of Sale

1. **Product Acceptance:** This package identifies and describes the product(s)/services offered for sale by X-Ray Services of Ohio, LLC. Purchase hereof and/or buyer's acceptance of the product(s) shall constitute buyer's acceptance of such offer, including all of the terms and conditions herein. Notwithstanding anything herein to the contrary, acceptance of each order is subject to final credit approval by X-Ray Services of Ohio. X-Ray Services of Ohio reserves the right to refuse, cancel, or suspend any order at any time due to buyer's credit standing, violation of terms of payment, terms and conditions of sale, or causes beyond X-Ray Services of Ohio's reasonable control.
2. Quotation is valid for the time stated on front of quotation.
3. **PAYMENT TERMS:**

Payment Monthly in advance of service. Invoices shall be generated in advance of Month to be serviced.
4. Contract Includes one PM and Calibration of all X-Ray Equipment performed with certified test equipment. Complete, written report to be sent via Email to person in charge of Radiation Protection.

-Response Time: Telephone response with 45 minutes and on site within 24 hours. Service Phone Number is as follows: 330-573-4817.
5. Service is to be performed on equipment that is environmentally ready, e.g., all construction is complete, including finish work so the equipment being installed is not compromised and will function as designed. Services do not include permits of any kind, electrical, plumbing, drains, or venting requirements external to the unit, nor any wall or room reconstruction necessary for the proper operation of the systems.
 - A. It shall be the responsibility of the customer to have or cause to have installed, prior to the commencement of any installation, proper surge protection devices, sufficient enough to avoid electrical damage of any kind to all component part(s) of the system being installed.

Service coverage does not include any defect or deficiency (including failure to conform to product descriptions or specifications) which result, in whole or in part, from: (1) negligent storage or handling of the product(s) by Buyer, its employees, agents, or contractors; (2) failure of Buyer to prepare the site or provide power requirements (electrical work external to the equipment) or operating environmental conditions in compliance with any applicable instructions or recommendations of X-Ray Services of Ohio; (3) the absence of any product, component, or accessory recommended by X-Ray Services of Ohio, but omitted at Buyer's direction; (4) any design, specification or instruction furnished by Buyer, its employees, agents, or contractors; (5) any alteration of the product(s) by person other than, or approved by X-Ray Services of Ohio; (6) combining X-Ray Services of Ohio's product(s) with any product(s) furnished by others; (7) combining incompatible products of X-Ray Services of Ohio including, but not limited to buckies, collimators, etc.; (8) improper or extraordinary use of the product. Service does not include furnishing photographic material, magnetic or paper tape, chart paper, bacterial filters, or other consumable items, painting or refinishing. Service does not include service calls relating to "operator error." X-Ray Services of Ohio provides applications training for a reasonable fee to prevent these unnecessary service expenses to the customer.

Service to be performed shall consist of safety maintenance, including lubrication, adjustments, and replacement of non-consumable parts as determined to be necessary by X-Ray Services of Ohio; and remedial maintenance, upon request by Purchaser. Replacement parts will be furnished in exchange for the part or parts being replaced with new or refurbished items at X-Ray Services of Ohio's option. Replaced parts become the property of X-Ray Services of Ohio. X-Ray Services of Ohio reserves the right to hire outside help to service the customer when it is deemed to be in the customer's best interest. In this event, X-Ray Services of Ohio will notify the Purchaser of the arrangement and will be responsible for all aspects of the service call as if they were an employee of X-Ray Services of Ohio, LLC.
7. **Force Majeure:** Without prejudice to any of the buyer's other rights hereunder, title and risk of loss shall pass to the buyer on delivery of goods by seller regardless of who bears the costs of freight charges. If X-Ray Services of Ohio is unable to meet its contractual obligations due to delays in or failures of delivery due to a result of acts of God, or act of civil or military authority, fires, floods, strikes of other labor disturbances, war, riots, or other causes beyond the reasonable control of X-Ray Services of Ohio, wars, insurrection, strikes, lock-outs, defensive shutdowns, public authority, accidents, fires, floods, extreme weather conditions, failure of and delays by carrier, shortages of material, delays of supplier due to causes beyond its control, or any other causes beyond the control of X-Ray Services of Ohio, the party's obligations and those of such other parties affected by the Force Majeure condition shall be suspended for the duration of same; provided, however, that the parties shall make all reasonable efforts to continue to meet their obligations during the duration of the force majeure condition and provided further, that the party declaring force majeure shall promptly notify all other parties by written notice when the force majeure condition begins to exist and when it is terminated.
8. **Applicable Laws:** It is recognized by the parties of this contract that any action concerning, relating to or arising out of this transaction will be governed by the laws of the State of Ohio, and venue in the County of Medina. Failure at any time by seller to enforce any provision of this contract or to exercise any option herein, or to require performance by buyer of the provision hereof, shall in no way be construed as a waiver nor in any way effect the right of seller to thereafter enforce each and every provision as set forth in this document. A waiver by seller or any term or condition herein shall not be deemed a waiver of any other term or condition hereof nor as a future waiver thereof.
9. **Conditions:** The price and terms of this quotation are not subject to verbal or other agreements unless approved in writing by the home office of the seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on cost and conditions existing on date of quotation and are subject to change by the seller before final acceptance. Typographical and stenographic errors subject to correction. Purchaser assumes liability for patent and copyright infringement when goods are made to purchaser's specification. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated here in which may appear on purchaser's follow order will not be binding on the seller.
10. **Understanding:** It is understood that this document of terms/conditions and warranties constitutes the entire agreement between the parties herein.