



Crown Lift Trucks - Kansas City

9500 Widmer Rd.
Lenexa, KS 66215-1281

crown.com

Quotation

01/25/2022

Quote No. 345181

Turner USD 202

Turner USD 202
5800 Metropolitan Ave
Kansas City, KS 66106

Dear Chris,

Crown is pleased to present this proposal for you to meet your company's specific material handling solution needs. Our dedicated team of professionals are committed to providing a suite of products and services that deliver the lowest total cost of ownership and greatest long-term value.

Crown's award-winning line of lift trucks maintains a reputation for advanced product design, engineering and integrated manufacturing processes. Offering a broad range of forklifts, as well as automation and fleet management technologies, Crown seeks to provide customers with forward thinking and innovative products designed to improve performance and lower operating cost.

Many top ranked companies choose to partner with Crown. They place extraordinary value on our lift trucks and also recognize they will be supported by the most comprehensive customer support and service network in the industry.

Innovative Companies Choose Crown

- 60% of Forbes Top 50 Innovative Companies
- 70% of Newsweek Top 10 Green Companies in the World
- 88% of Fortune 500 Companies
- 92% of Internet Retailer Top 50 e-Commerce U.S. Companies
- 100% of Newsweek Top 10 Green Companies in the U.S.

Thank you for giving us the opportunity to present this proposal to you. We look forward to partnering with you on this project.

Sincerely,

Brian Bray
Account Representative
Brian.Bray@crow.com

C-G SERIES

DELIVERING MANEUVERABILITY AND COMFORT

Crown's C-G Series 3,000 to 4,000 pound LPG cushion forklifts combine industrial features, operator-centric design and Crown's extensive network of support to deliver a better experience for the operator and performance that exceeds throughput expectations year after year.

Discover the maneuverability and comfort you can expect from the CGC15-20 LPG Cushion Forklift:



CGC15-20

Compact Footprint



The overall width and tight turn radius of the CGC15-20 enable it to easily maneuver in narrow aisles, in and out of trailers and on congested loading docks.

Operator Comfort



A deluxe suspension seat, tilt steering column, and open leg room provide increased comfort, reduced fatigue and dependable performance in demanding applications.

Heavy Duty Cooling Package



Industrial strength features, like the optional dual-core radiator, provide durability and more uptime by helping to protect critical engine and drivetrain components.

Oil-Cooled Disc Brakes



Oil-cooled disc brakes, guaranteed for 5 years / 10,000 hours of service, provide exceptional stopping power, consistent pedal feel and long life.

Crown Service and Support



The C-G Series is a robust forklift backed by Crown's nationwide service and support network, including quality parts and the assured performance of the Crown Integrity Service System®.

Crown CGC15-20 LPG Cushion Forklifts, **Maneuverability and Comfort** that Exceeds Expectations.

Contact your local Crown dealer or visit crown.com.





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Features and Options

CGC20SC-9 4,000 lb. Capacity, IC Pneumatic Tire

Environmental Designation (UL Rating)	LP Gas Not UL Rated
Mast Type	TT
Lift Height	157"/3985mm
Collapsed Height	73.17"
Extended Lift Height	197"
Tilt Options	5 Deg Back / 10 Deg Forward
Brake System	Oil Cooled Disc Brakes
Overhead Guard Height	81"/2055mm
Sideshifter	Integral Sideshifting Fork Positioner
Accessory Hydraulics	Double Accessory Hydraulics + Integral S/S Fork Positioner Sideshifter
Hydraulic Control Valve	Double Acc Control Valve 4S/4L
Fork Size	1.6" x 4" / 40mm x 100mm
Fork Length	41"/1040mm
Fork Carriage Width	Integral Fork Positioner Carriage
Load Backrest Size	Included with Fork Positioner 39"High
Cooling System	Standard Cooling System
Seat Option	Vinyl Suspension w/ Hip Restra
B-post Horn	Rear Grab Handle with Horn
Shift Controller	Standard
Travel Control	Standard Control
Drive Tire Options	18x6x12 Drive w/ 14x5x10 Steer Cushion Rubber Smooth
Front Worklights	Overhead Guard Mounted LED
Rear View Mirror	Large Side Plastic

Surcharges and Warranties:

Warranty	Standard – 12 Month / 2000 Hours Power Train Only – 24 Month / 4000 Hours
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Additional Options Included

Tips Fees

Pricing Information

Quantity	Products	Price Each	Extended
1	CGC20SC-9	\$26,372.09	\$26,372.09
	Tips agreement # 191001-7606		
	Total Package Price: (Tax not included in price)		\$ 26,372.09

The Terms and Conditions attached hereto are hereby incorporated as if fully restated herein and prices are firm for fifteen (15) days from the date of this Quotation. In the event of a conflict between the Terms and Conditions and this Quotation, this Quotation shall govern and control.

Prices quoted are based upon quantities specified above.
 If **Turner USD 202** cannot accept merchandise at the time of shipment from our supplier, **Turner USD 202** will be invoiced and normal terms will apply.

Above prices are subject to all state and local taxes.
 All orders are subject to acceptance by Crown
FOB: Factory
Terms: Net 10 DAYS.

Thank You. We hope we can be of service to you.

Crown Lift Trucks

 Brian Bray
 Account Representative

By _____
 Title _____
 Date _____



MAKE EVERY CONNECTION COUNT

Crown's InfoLink® Operator and Fleet Management System opens a world of data that matters most, enabling you to:

- Promote and manage safety
- Uncover hidden risk
- Find cost-savings
- Reinforce training
- Empower operators and managers
- Accelerate improvement

InfoLink wirelessly connects your entire fleet, capturing critical operator and lift truck data to provide valuable insights about your operation. Real time alerts, intuitive dashboards and detailed reports provide the information you need, when and how you need it, to make data-driven decisions. With InfoLink, it's easy to define benchmarks and measure results for continued progress in improving safety, reducing expenses and increasing productivity.



7" Touch Shown

Learn how InfoLink can give your business the Crown Advantage:

Improve Productivity



Understand actual productivity levels and where improvements can be made: processes, operators, infrastructure.

Promote Safety Compliance



Operator certification and customizable inspection checklists help to prevent unauthorized use of equipment and ensure compliance.

Increase Lift Truck Uptime



Schedule planned maintenance based on actual usage to improve uptime.

Enhance Asset Management



Visibility of equipment utilization allows for proper allocation and elimination of unneeded rentals and leases.

Reduce Damage Expense



Reduce lift truck, facility and product damage with impact monitoring that enables timely feedback and operator coaching.

InfoLink - Connect to the information that matters.

Contact your local Crown dealer or visit crown.com.



TERMS AND CONDITIONS OF SALE

1. **Compliance.** The buyer ("Buyer") identified on the applicable Crown Equipment Corporation ("Crown") quotation hereby acknowledges and agrees to comply with applicable laws and regulations in performance of its obligations under these terms and conditions. Such applicable laws and regulations include but are not limited to those governing the use, maintenance, operation, recycling, and disposal of products, materials and equipment, such as those governing employers of operators of lift trucks, set forth in the applicable OSHA regulations (see Section 1910.178). Crown will provide a copy of the OSHA regulations upon written request.
2. **Operator Training.** Buyer understands that OSHA requires that operators of its lift trucks be trained, evaluated and certified as competent to safely operate the particular model truck used in the performance of the job. Buyer understands this obligation and will only permit properly trained and certified operators to use lift trucks. At Buyer's request, Crown will provide information on the training material and resources available through its Training Department.
3. **General.** The terms and conditions on both sides of this form shall be the complete and exclusive terms and conditions applicable to the agreement between Crown and Buyer. Crown shall not be bound by Buyer's Terms and Conditions unless expressly agreed to in writing. In the absence of written acceptance of these Terms and Conditions by Buyer, either acceptance of or payment for the equipment shall constitute Buyer's acceptance of these Terms and Conditions. Any different or additional terms or conditions in any order, proposal, acknowledgment form, or any other document of Buyer are hereby deemed material alterations and are null and void and superseded by these Terms and Conditions.
4. **Price.** Prices as quoted are in U.S. dollars and are firm for thirty (30) days from the date of Crown's Quotation. Thereafter, they are subject to change without notice to the prices prevailing at time of acceptance. Prices are F.O.B. Carrier's equipment at our factory and are exclusive of all taxes—federal, state or local. If Crown is required to pay or collect any tax or duty owed by Buyer, such payment or collection shall be added to the price. If there is a delay in completion or shipment of order, due to any change requested by Buyer, or as a result of any delay on Buyer's part in furnishing information necessary for completion of the order, the price initially agreed upon at time of acceptance is subject to change.
5. **Surcharges.** Notwithstanding anything in these Terms and Conditions to the contrary, Crown reserves the right, at the time of order, to charge Buyer a surcharge on each unit of equipment ordered by Buyer, to cover increased commodity costs, duties, tariffs or other related items, in each case, which have impacted Crown. If Buyer does not agree to pay such surcharge, Crown reserves the right to cancel the applicable order.
6. **Delivery Date.** The promised delivery date is the best estimate possible, based upon current and anticipated factory loads, of when the equipment will be shipped. Crown shall have no liability for lost profits or incidental or consequential damage due to delays. If any contingency beyond the control of Crown occurs that prevents Crown from shipping the equipment on time, Crown may allocate production and delivery among Crown's customers without liability.
7. **Payment.** Payment shall be net 10 days date of shipment unless otherwise agreed to in writing. Production, shipment, and delivery shall at all times be subject to the approval of Crown's credit department. Crown reserves the right at any time to modify or withdraw credit terms without notice and to require guarantees, security, or payment in advance of the amount of the credit involved. If Crown at any time doubts Buyer's financial responsibility, Crown may decline to make shipments hereunder except upon cash payment in advance or receipt of security or other proof of responsibility satisfactory to Crown.
8. **Title.** Title to all equipment shall remain in Crown until the complete purchase price and all additional costs and charges, as adjusted, are paid by Buyer. Crown shall retain a security interest in, and right to repossess, any such equipment until it is paid in full. Risk of loss shall pass to Buyer upon delivery to Carrier.
9. **Changes.** Any change order by Buyer will not be considered effective until mutual agreement has been reached between the Buyer and Crown as to the effect of any changes in prices, delivery, and other conditions of the order.
10. **Inspection and Notice of Defect.** Unless otherwise specified, the equipment to be furnished hereunder shall be subject to Crown's standard inspection at the place of manufacture. If inspection by the Buyer at the place of manufacture is provided for, Buyer's inspectors shall be deemed agents of Buyer to accept the equipment on Buyer's behalf regardless of deviation from formal specifications. Notice of any defects or claims of any nature (except warranty) must be made within 30 days of delivery.
11. **Returns.** Returns will not be accepted for any reason without Crown's prior written authorization. If Crown does provide written authorization of a return, Buyer shall be responsible for paying all return shipping costs, as well as any handling, restocking and related fees associated with the return, as determined by Crown in its sole discretion.
12. **Warranty by Crown.** The manufacturer's standard published warranties in effect at the time of shipment for the particular equipment shall apply. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ANY RELATED MATERIALS TO THE CONTRARY, THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
13. **Limitation of Liability.** In the event Buyer claims that Crown has breached any of its obligations under this agreement, whether in warranty or otherwise, Crown may request and require return of the equipment and refund the Buyer's purchase price upon Crown's receipt of the returned equipment. If Crown so requests the return of the equipment, the equipment shall be redelivered per Crown's instructions at Crown's expense. In such event, Crown shall absolutely have no further obligation to Buyer except to refund the purchase price. THE REMEDY PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST CROWN FOR BREACH OF ANY OF CROWN'S OBLIGATIONS UNDER THE AGREEMENT, WHETHER THE CLAIM IS MADE IN TORT, CONTRACT, OR IN ADMIRALTY, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE. Any cause of action against Crown arising out of this agreement must be brought within one year after the cause of action has accrued.
14. **Proprietary Information—Confidentiality.** Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Crown furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth.

Crown shall at all times retain title to all such documents, and Buyer shall not disclose such to any third party without Crown's prior written consent. Upon Crown's request, Buyer shall promptly return to Crown all such documents and copies thereof.
15. **Termination.** Crown may terminate this agreement upon immediate written notice to Buyer on the happening of any of the following events: (a) Failure of Buyer to accept delivery of equipment or to pay any indebtedness to Crown when due, accompanied by a failure within ten (10) days after demand therefor, to fully pay the same or provide assurance of payment satisfactory to Crown; (b) Failure by Buyer to honor any promise on Buyer's part contained in this agreement or to perform any of its obligations under this agreement, other than the payment of any indebtedness to Crown, after Buyer shall have been notified by Crown of such failure and in Crown's opinion shall have failed to correct the same within thirty (30) days after receipt of such notice; (c) Repetition by Buyer of a failure which is the same or substantially the same as the one previously corrected by Buyer after notice as provided in subparagraph (a) above; (d) The material inaccuracy of any information set forth in any application, claim, schedule, certificate, or other document heretofore or hereafter furnished by Buyer to Crown; and (e) if Buyer shall cease to function as a going concern, or makes an assignment for the benefit of creditors, or any proceeding under any federal or state bankruptcy, receivership, or insolvency laws is instituted by or against Buyer, or the liquidation, dissolution, merger, or consolidation of Buyer occurs, or a receiver or trustee for Buyer or any of its assets or property is appointed or applied for. Termination shall not release or affect, and this agreement shall remain fully operative as to, any obligations or liabilities incurred by Buyer prior to the effective date of such termination; provided, that all indebtedness of Buyer to Crown shall become immediately due and payable on the effective date of termination without demand, and Crown may deduct from any sums it owes to Buyer sums owed by Buyer to Crown. Any orders received from Buyer, whether or not accepted by Crown, which have not been shipped prior to Buyer's receipt of notice of termination or the effective date of termination or expiration, whichever shall occur first, shall only be shipped C.O.D. or cash in advance.
16. **Tooling.** Unless otherwise agreed to in writing, all tooling shall remain the property of Crown.
17. **Modifications and Specifications.** In the event Buyer modifies the equipment sold hereunder without the express written consent of Crown, or Buyer fails to implement any changes in the equipment directed by Crown, or where Equipment is manufactured from patterns, plans, drawings, or specifications furnished by Buyer and such manufacturing results in an infringement or other intellectual property claim, Buyer agrees to indemnify, defend, and hold Crown harmless from any and all claims, demands, suits, costs, and expenses (including but not limited to attorneys fees and litigation costs) incurred thereby, whether in contract, tort, or otherwise resulting from such modification, failure or infringement.
18. **Connected Products.** The equipment may be a "Connected Product" or include a "Connected Service" meaning that the equipment may collect data about the operation and use of such equipment and transmit such data to Crown. Crown's Data Use Policy for Connected Products and Services (available at: www.crown.com) is incorporated herein by reference and shall govern Crown's use of any data collected and transmitted to Crown through a Connected Product or Connected Service. Such Data Use Policy may be updated by Crown periodically as set forth therein.
19. **Contingencies.** Crown shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; the elements; riot; labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material, or equipment used in the manufacture of the equipment; failure of any party to perform any contract with Crown relative to the production of the equipment; or from any cause whatsoever beyond Crown's control, whether or not such cause be similar or dissimilar to those enumerated. Crown shall promptly notify Buyer of the happening of any such contingency and of the contemplated effect thereof on the manufacture and delivery of the equipment.
20. **Miscellaneous.** Buyer's rights and obligations hereunder may not be assigned or delegated without the prior written consent of Crown. Crown may freely assign its rights and obligations. This agreement shall be governed by and construed in accordance with the Uniform Commercial Code as adopted by Ohio under which jurisdiction Buyer consents. This agreement supersedes all prior written or oral agreements with respect to the subject matter hereof. The invalidity of any part of these Terms and Conditions shall not affect the validity of the remaining provisions. All claims or suits against Crown must be made within one (1) year of the date the cause of actions occurred (regardless of when they were discovered) or be forever barred. No waiver shall be effective against Buyer unless Buyer agrees to same in writing. Paragraph headings found herein are for convenience only and are not to be considered in interpreting any of the provisions hereof.



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Brian Bray
Account Representative
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THE CROWN
ADVANTAGE

C-G SERIES

DELIVERING MANEUVERABILITY AND COMFORT

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CGC20SC-9 4,000 lb. Capacity, IC

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Mast Type	TT
Lift Height	187"/4750mm
Collapsed Height	83.08"
Extended Lift Height	226"
Tilt Options	5 Deg Back / 10 Deg Forward
Brake System	Oil Cooled Disc Brakes
Overhead Guard Height	81"/2055mm
Accessory Hydraulics	Double Accessory Hydraulics For Other Attachments
Hydraulic Control Valve	Double Acc Control Valve 4S/4L
Fork Size	1.6" x 4" / 40mm x 100mm
Fork Length	41"/1040mm
Fork Carriage Width	36"/915mm
Load Backrest Size	37" x 39"/940mm x 990mm (WxH)
Cooling System	Standard Cooling System
Seat Option	Vinyl Suspension w/ Hip Restra
Seat Belt Interlock	Yes
Spinner Knob	Yes
B-post Horn	Rear Grab Handle with Horn
Shift Controller	Standard
Travel Control	Standard Control
Drive Tire Options	18x6x12 Drive w/ 14x5x10 Steer Cushion Rubber Smooth
Front Worklights	Overhead Guard Mounted LED
Flashing Light Mount	Mounted Below OHG
Flashing/Strobe Light	Amber LED
Floor Spotlight (Blue)	Rear Gear Activated
Travel Alarm	Backup
Rear View Mirror	Large Side Plastic

Surcharges and Warranties:

Warranty	Standard – 12 Month / 2000 Hours Power Train Only – 24 Month / 4000 Hours
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Pricing Information

Quantity	Products	Price Each	Extended
1	CGC20SC-9	\$24,750.00	\$24,750.00
	Tips agreement # 191001-7606		
	Total Package Price: (Tax not included in price)		\$ 24,750.00

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FOB: Delivered
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 Account Representative

By _____
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 Date _____



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2. **Operator Training.** Buyer understands that OSHA requires that operators of its lift trucks be trained, evaluated and certified as competent to safely operate the particular model truck used in the performance of the job. Buyer understands this obligation and will only permit properly trained and certified operators to use lift trucks. At Buyer's request, Crown will provide information on the training material and resources available through its Training Department.
3. **General.** The terms and conditions on both sides of this form shall be the complete and exclusive terms and conditions applicable to the agreement between Crown and Buyer. Crown shall not be bound by Buyer's Terms and Conditions unless expressly agreed to in writing. In the absence of written acceptance of these Terms and Conditions by Buyer, either acceptance of or payment for the equipment shall constitute Buyer's acceptance of these Terms and Conditions. Any different or additional terms or conditions in any order, proposal, acknowledgment form, or any other document of Buyer are hereby deemed material alterations and are null and void and superseded by these Terms and Conditions.
4. **Price.** Prices as quoted are in U.S. dollars and are firm for thirty (30) days from the date of Crown's Quotation. Thereafter, they are subject to change without notice to the prices prevailing at time of acceptance. Prices are F.O.B. Carrier's equipment at our factory and are exclusive of all taxes—federal, state or local. If Crown is required to pay or collect any tax or duty owed by Buyer, such payment or collection shall be added to the price. If there is a delay in completion or shipment of order, due to any change requested by Buyer, or as a result of any delay on Buyer's part in furnishing information necessary for completion of the order, the price initially agreed upon at time of acceptance is subject to change.
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8. **Title.** Title to all equipment shall remain in Crown until the complete purchase price and all additional costs and charges, as adjusted, are paid by Buyer. Crown shall retain a security interest in, and right to repossess, any such equipment until it is paid in full. Risk of loss shall pass to Buyer upon delivery to Carrier.
9. **Changes.** Any change order by Buyer will not be considered effective until mutual agreement has been reached between the Buyer and Crown as to the effect of any changes in prices, delivery, and other conditions of the order.
10. **Inspection and Notice of Defect.** Unless otherwise specified, the equipment to be furnished hereunder shall be subject to Crown's standard inspection at the place of manufacture. If inspection by the Buyer at the place of manufacture is provided for, Buyer's inspectors shall be deemed agents of Buyer to accept the equipment on Buyer's behalf regardless of deviation from formal specifications. Notice of any defects or claims of any nature (except warranty) must be made within 30 days of delivery.
11. **Returns.** Returns will not be accepted for any reason without Crown's prior written authorization. If Crown does provide written authorization of a return, Buyer shall be responsible for paying all return shipping costs, as well as any handling, restocking and related fees associated with the return, as determined by Crown in its sole discretion.
12. **Warranty by Crown.** The manufacturer's standard published warranties in effect at the time of shipment for the particular equipment shall apply. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ANY RELATED MATERIALS TO THE CONTRARY, THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
13. **Limitation of Liability.** In the event Buyer claims that Crown has breached any of its obligations under this agreement, whether in warranty or otherwise, Crown may request and require return of the equipment and refund the Buyer's purchase price upon Crown's receipt of the returned equipment. If Crown so requests the return of the equipment, the equipment shall be redelivered per Crown's instructions at Crown's expense. In such event, Crown shall absolutely have no further obligation to Buyer except to refund the purchase price. THE REMEDY PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST CROWN FOR BREACH OF ANY OF CROWN'S OBLIGATIONS UNDER THE AGREEMENT, WHETHER THE CLAIM IS MADE IN TORT, CONTRACT, OR IN ADMIRALTY, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE. Any cause of action against Crown arising out of this agreement must be brought within one year after the cause of action has accrued.
- NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CROWN BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL CROWN'S LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THE SALES AGREEMENT WITH BUYER, OR THE MANUFACTURE, SALE, DELIVERY, OR USE OF THE EQUIPMENT EXCEED THE PURCHASE PRICE THEREOF.
14. **Proprietary Information—Confidentiality.** Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Crown furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth.
Crown shall at all times retain title to all such documents, and Buyer shall not disclose such to any third party without Crown's prior written consent. Upon Crown's request, Buyer shall promptly return to Crown all such documents and copies thereof.
15. **Termination.** Crown may terminate this agreement upon immediate written notice to Buyer on the happening of any of the following events: (a) Failure of Buyer to accept delivery of equipment or to pay any indebtedness to Crown when due, accompanied by a failure within ten (10) days after demand therefor, to fully pay the same or provide assurance of payment satisfactory to Crown; (b) Failure by Buyer to honor any promise on Buyer's part contained in this agreement or to perform any of its obligations under this agreement, other than the payment of any indebtedness to Crown, after Buyer shall have been notified by Crown of such failure and in Crown's opinion shall have failed to correct the same within thirty (30) days after receipt of such notice; (c) Repetition by Buyer of a failure which is the same or substantially the same as the one previously corrected by Buyer after notice as provided in subparagraph (a) above; (d) The material inaccuracy of any information set forth in any application, claim, schedule, certificate, or other document heretofore or hereafter furnished by Buyer to Crown; and (e) If Buyer shall cease to function as a going concern, or makes an assignment for the benefit of creditors, or any proceeding under any federal or state bankruptcy, receivership, or insolvency laws is instituted by or against Buyer, or the liquidation, dissolution, merger, or consolidation of Buyer occurs, or a receiver or trustee for Buyer or any of its assets or property is appointed or applied for. Termination shall not release or affect, and this agreement shall remain fully operative as to, any obligations or liabilities incurred by Buyer prior to the effective date of such termination; provided, that all indebtedness of Buyer to Crown shall become immediately due and payable on the effective date of termination without demand, and Crown may deduct from any sums it owes to Buyer sums owed by Buyer to Crown. Any orders received from Buyer, whether or not accepted by Crown, which have not been shipped prior to Buyer's receipt of notice of termination or the effective date of termination or expiration, whichever shall occur first, shall only be shipped C.O.D. or cash in advance.
16. **Tooling.** Unless otherwise agreed to in writing, all tooling shall remain the property of Crown.
17. **Modifications and Specifications.** In the event Buyer modifies the equipment sold hereunder without the express written consent of Crown, or Buyer fails to implement any changes in the equipment directed by Crown, or where Equipment is manufactured from patterns, plans, drawings, or specifications furnished by Buyer and such manufacturing results in an infringement or other intellectual property claim, Buyer agrees to indemnify, defend, and hold Crown harmless from any and all claims, demands, suits, costs, and expenses (including but not limited to attorneys fees and litigation costs) incurred thereby, whether in contract, tort, or otherwise resulting from such modification, failure or infringement.
18. **Connected Products.** The equipment may be a "Connected Product" or include a "Connected Service" meaning that the equipment may collect data about the operation and use of such equipment and transmit such data to Crown. Crown's Data Use Policy for Connected Products and Services (available at: www.crown.com) is incorporated herein by reference and shall govern Crown's use of any data collected and transmitted to Crown through a Connected Product or Connected Service. Such Data Use Policy may be updated by Crown periodically as set forth therein.
19. **Contingencies.** Crown shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; the elements; riot; labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material, or equipment used in the manufacture of the equipment; failure of any party to perform any contract with Crown relative to the production of the equipment; or from any cause whatsoever beyond Crown's control, whether or not such cause be similar or dissimilar to those enumerated. Crown shall promptly notify Buyer of the happening of any such contingency and of the contemplated effect thereof on the manufacture and delivery of the equipment.
20. **Miscellaneous.** Buyer's rights and obligations hereunder may not be assigned or delegated without the prior written consent of Crown. Crown may freely assign its rights and obligations. This agreement shall be governed by and construed in accordance with the Uniform Commercial Code as adopted by Ohio under which jurisdiction Buyer consents. This agreement supersedes all prior written or oral agreements with respect to the subject matter hereof. The invalidity of any part of these Terms and Conditions shall not affect the validity of the remaining provisions. All claims or suits against Crown must be made within one (1) year of the date the cause of actions occurred (regardless of when they were discovered) or be forever barred. No waiver shall be effective against Buyer unless Buyer agrees to same in writing. Paragraph headings found herein are for convenience only and are not to be considered in interpreting any of the provisions hereof.