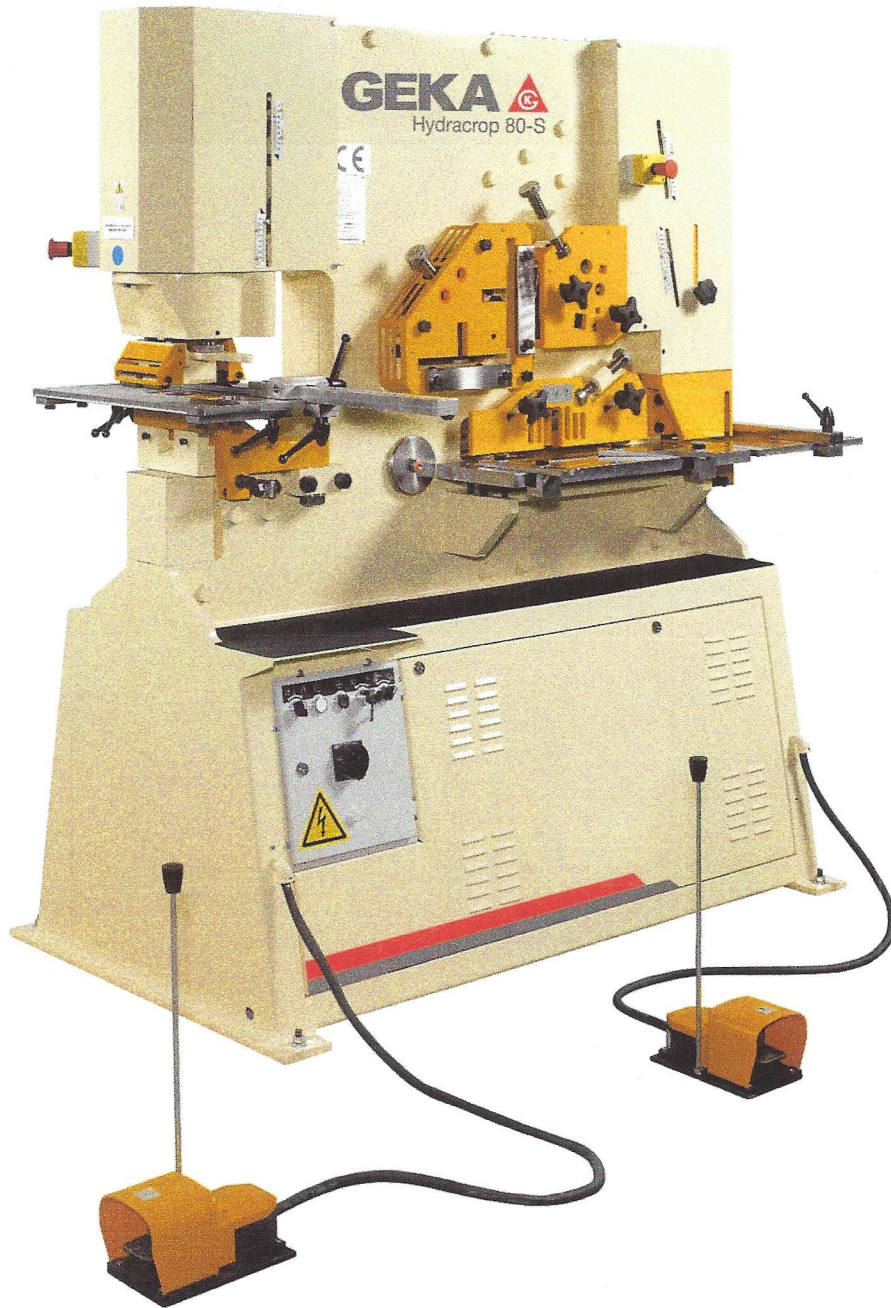




[GEKAUS.COM](http://GEKAUS.COM)

PO Box 503  
Abingdon, MD 21009  
Phone: 410-319-2900  
Fax: 410-319-2901

## GEKA Hydracrop 80S Universal Ironworker



Shown with Multi Opening Round and Square Bar Blades Set

All Capacities are based on Material  
with Tensile Strength of 65,000 Psi

## Punching Station:

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### Capacity: 88 US Tons

Ø1-1/2" in 5/8" or Ø 1-1/4" in 3/4"

Maximum Round Punch that can be held Ø1-9/16".

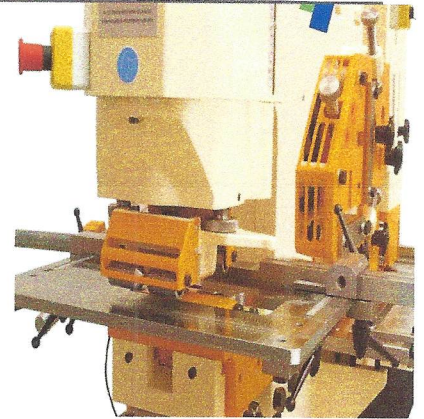
Optional Attachments up to 4" and 6" are available.

Throat Depth: 12"

Working Height: 43"

### Safety:

- 2 Stage foot pedal with low pressure on first stage.
- When the stripper is open only low pressure is allowed for safe alignment of the tools.
- Steel Guards with Slots and Rollers.
- Emergency Stop close to working area.



### GEKA Tools:

Punches 8/31 for up to Ø1-3/16". Ø8/32 for Ø1-1/4". 8/40 up to 1-9/16" as standard

**Optional:** Geka 5/27 and Other Brands and Styles on Request

Dies No 5 for up to Ø1-1/4" and No 8 up to Ø1-9/16"

**Optional:** Other Brands and Styles on Request

### Other Information:

- Goose Neck Die Block with supports can be removed for punching of large U, I, and T profiles. When removed the allowable tonnage should be reduced to 44 US Tons.
- Gauging Table with inlayed inch scales as standard with front to back adjustment on rollers.
- Front to back movement on rollers for easier adjustment.
- Punch Slug Bucket
- Full Stroke or Jog Mode for inching of the tool with automatic return when lower limit switch is triggered.
- Gibbed and Guided punching cylinder for superb alignment of the tools.
- Quick change Punch holder.

### Off-Set Punch and Die Holder:

A specialized Punch and Die holder that is offset 1/2" from center line of the standard tool set up for punching angles or other profiles. Maximum round hole is Ø13/16" and should only be used to a maximum 25 Us Tons. It requires GEKA No P9 Punches and No 1 Dies.



## Flat Shearing Station:

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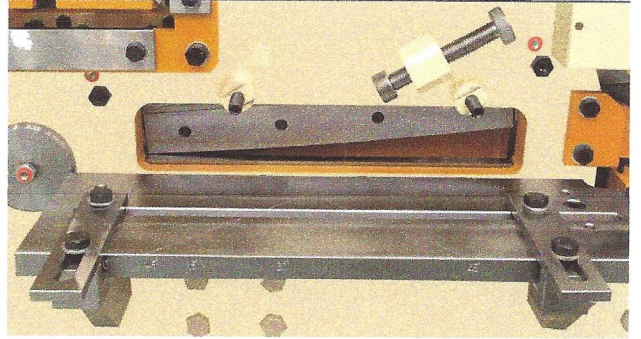
Working Height: 36-5/8"

Length of Blade: 18-5/8"

Capacities: 18" x 5/8" or 12" x 3/4"

### Other Information:

- Rigid Table with mitering gradations inscribed in the table.
- Two adjustable guide bars.
- Manual hold down with access for shearing legs of angles



## Angle Shearing Station:

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Tonnage: 165 Us Tons

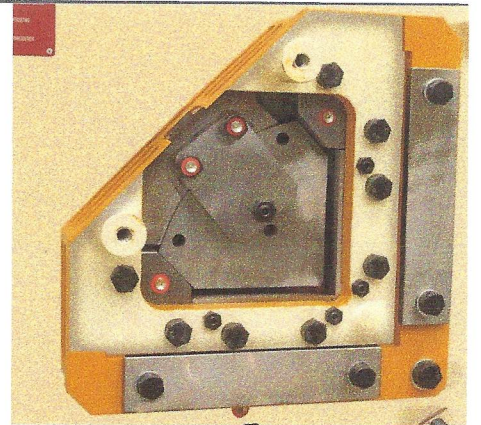
Working Height: 44-1/2"

Capacities: 5" x 5" x 1/2" or 6" x 4" x 1/2"

- Angles at a 45° miter (leg in) - 3" x 3" x 5/16"

### Other Information:

- Shearing of both legs of the angle at the same time
- "Non-deform cut" With no material loss
- Vertical & Horizontal guides for square cuts



## Section Shearing Station:

Tonnage: 91 Us Tons

Standard Blade Set included in machine:

Shearing blades for 3" x 4.1lb and 4" x 5.4lb Channels

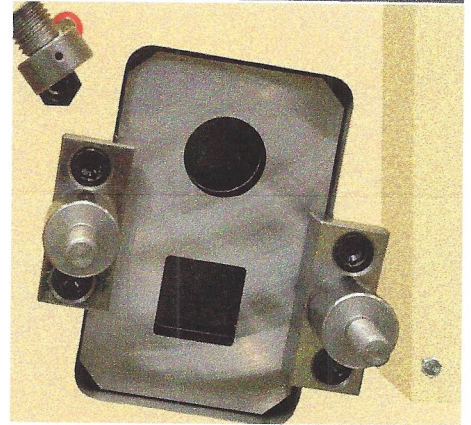
Multi Opening Round and Square Bar with opening of 9/16", 3/4", 1", 1-3/16"

Rounds and 9/16", 1", 1-3/16" Square

Maximum Profile with Optional Blades:

### **Other Information:**

- Maximum Channel: 6" x 8.2lb
- Rounds and Squares up to 1-3/4"
- Other shapes also available as well as custom profiles.



## Notching Station:

Standard Equipment included is a Rectangular Notcher

Capacities:

Width: 2"

Depth: 3-1/2"

Thickness: 15/32"

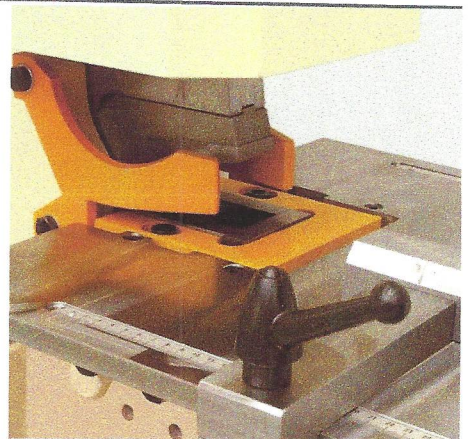
Working Height: 36-5/8"

### **Other Information:**

- Gauging Table with inlaid inch scales as standard. Front to back movement on rollers for easier adjustment.
- Section is protected with a sliding guard with keyed lock out for safety.
- Emergency Stop close to working area.

Optional Equipment:

- Triangular Notcher with optional gauging table
- Pipe Notcher
- Punching Attachment with optional Gauge Table.





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## Productivity Kit:

- Magnetic Work Light
- 40" Automatic Cut to Length Stop
- 10 sets of your choosing from 1/8" to 1-1/4" Round with 1/32" clearance.

## Additional Information:

The following hand tools are included with the machine.

- Open End Wrench 17-19mm 20-22mm 24-27mm
- Spanner Wrench for removal of punch nut
- Hex Keys 3, 4, 5, 6, 8, 10, 12, 14mm
- Manual Grease Gun
- Punch holders for Geka No 8/32C & 8/40
- Die Reducer for Geka No 5 Tools
- Die Riser for Geka No 8.
- Manual with Parts List on USB

## Also Note:

When punching with the quick-change punch holder, only the punches and dies need to be changed for standard punching operations. There is no need to remove the coupling nut.

Two-cylinder operation with two remote foot pedals and with hydraulics which will allow simultaneous operation (independently controlled) of the punch and shearing stations (both cylinders) to the total operating pressure of machine.

For shaped tooling, the punch base is keyed, and the die holder is set up with a fixation bolt to keep the punch and die indexed and aligned.

## Voltage Selections:

Choice of 3 phase 60Hz 12.5Hp Motor

- 200-208 Volts which requires 80 Amps
- 220-250 Volts which requires 80 Amps
- 440-500 Volts which requires 40 Amps





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## Quote Synopsis and Offer Page:

### 1 New GEKA Hydracrop 80S

Consisting of the following

| Description              | Item Code    | Price              |
|--------------------------|--------------|--------------------|
| New GEKA Hydracrop 80S   | H080SU000000 | \$25,950.00        |
|                          |              |                    |
|                          |              |                    |
|                          |              |                    |
| Freight to your Location |              | TBD                |
| <b>Total Price</b>       |              | <b>\$25,950.00</b> |

**Warranty:** 1-year warranty for machine, extended to a 3rd year if customer buys original consumables (punches, dies, blades) from GEKA USA LLC or its local distributors.

**Delivery:** Mid to Late June

**Terms:** Please speak with your sales representative.

**FOB:** TBD

**Validity of Quote:** 30 Days. Please note that dependent on other sales the delivery date can change. Please confirm with us especially if some time has passed from the time of being quoted.

With any questions about the quote or other options or accessories please do not hesitate to ask.

Very truly yours,

Ryan J. Vorsteg - GEKA USA LLC

Chief Operating Officer



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#### TERMS AND CONDITIONS OF QUOTATION AND SALE

These Terms and Conditions form a part of the quotation and/or acceptance of Buyer's purchase order in connection with which they have been supplied to Buyer, and of any subsequent purchase by Buyer until such time as revised Terms and Conditions of Quotation and Sale are supplied to Buyer, in which case the latest supplied Terms and Conditions of Quotation and Sale, until later replaced, will apply to all subsequent such purchase orders.

**APPLICABILITY** - (a) This purchase order is an offer to a buyer ("Buyer") for the purchase of the goods specified on the face of this purchase order (the "Goods") from the party to whom the purchase order is addressed ("Seller") in accordance with and subject to these terms and conditions (the "Terms"; together with the terms and conditions on the face of the purchase order, the "Order"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Seller's acceptance to the terms of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with this Order. (b) These Terms apply to any repaired or replacement Goods provided by Seller hereunder. (c) Buyer is not obligated to any minimum purchase or future purchase obligations under this Order.

**DEFINITIONS** - The word "GEKA USA" as used herein shall mean GEKA USA LLC. The word "Purchases" as used herein shall mean one or more of the basic Machine, its equipment, accessories, parts, and optional items as are purchased under the "Contract" as hereinafter defined. The word "Machine" as used herein shall mean the basic Machine utilizing equipment and/or accessories and/or parts and/or optional items purchased under such Contract, or the basic Machine on which the Purchases will be used if such Machine was purchased from GEKA USA or another supplier under a different earlier contract.

**RELATIONSHIP OF PARTIES** - The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

**DELIVERY LOCATION** - All Goods shall be delivered to the address specified in this Order (the "Delivery Location") during Buyer's normal business hours or as otherwise instructed by Buyer.

**PRICES** - All prices are quoted U.S. duty paid unless otherwise indicated. GEKA USA will endeavor to maintain the prices quoted for any Machine, but cost increases beyond its control, including changes in foreign exchange rates, may necessitate price increases. Prices in effect at the time of GEKA USA's oral or written acceptance of Buyer's oral or written purchase order will prevail and will be firm and binding. If included, then the price of the Goods is the price stated in the Order (the "Price"). If no price is included in the Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Order. Unless otherwise specified in the Order, the Price does not include packaging, transportation costs to the Delivery Location, insurance, customs duties, and/or fees and applicable taxes, including, but not limited to, all sales, use or excise taxes.

**ACCEPTANCE** - This Order is not binding on Buyer until Seller accepts the Order in writing or starts to perform in accordance with the Order. If Seller does not accept the Order in writing prior to written notice that it has commenced performance within sixty (60) days of Seller's receipt of the Order, this Order will lapse. Buyer may withdraw the Order at any time before it is accepted by Seller.

**PURCHASE ORDER** - The Buyer's purchase order, whether oral or written, shall be an offer to purchase based upon the relevant oral or written quotation made by GEKA USA, and shall be subject in all respects to these Terms and Conditions of Quotation and Sale. Buyer's purchase order will become binding upon GEKA USA only when accepted by GEKA USA orally or in writing or by shipping a purchased item. The quotation by GEKA USA is not an offer. The details of an oral purchase order, the details of any oral acceptance by GEKA USA and the date of shipping shall be conclusively the respective dates thereof solely as shown by the records of GEKA USA or of GEKA USA supplier kept in the ordinary course of business. It will be the responsibility of Buyer to ascertain and understand the capacity rating of a Machine, if any, being ordered at any time and to determine that it will meet Buyer's requirements and that Buyer's use thereof will not exceed any capacity rating of the Machine or of its equipment, accessories, parts and/or optional items. Granting or withholding of such consent shall be totally at the discretion of GEKA USA.

**CANCELLATION** - Buyer's oral or written purchase order shall not be subject to cancellation by Buyer before or after acceptance by GEKA USA except with GEKA USA's written consent, and then only upon terms and conditions that will fully indemnify GEKA USA against all losses resulting therefrom.

**CONTRACT** - The contract between Buyer and GEKA USA shall consist of Buyer's oral or written purchase order and any relevant oral or written quotation made by GEKA USA, the acceptance of the purchase order by GEKA USA, whether oral or written or by shipping, and these Terms and Conditions of Quotation and Sale (the "Contract"). GEKA USA's records of any oral part of the Contract shall be conclusively evidenced by GEKA USA's records thereof kept in the ordinary course of business.

**DELIVERIES, LIMITATION OF LIABILITY** - GEKA USA shall under no circumstances be responsible or liable for delays, nonperformance, loss, or damages, whether direct or consequential, due to any circumstances beyond GEKA USA's control, in which event GEKA USA shall have the right to revoke its acceptance of Buyer's purchase order, without any responsibility or liability to Buyer whatsoever, whether direct or consequential.

**PURCHASES BY CREDIT CARD** - If Buyer shall pay its obligation to GEKA USA by credit card, Buyer's purchase order shall not be cancelable by Buyer after payment has been made by credit card except with the written consent of GEKA USA, and the granting or withholding of such consent shall be totally at the discretion of GEKA USA.

**FREIGHT RATES** - GEKA USA neither guarantees nor assumes any responsibility or liability for domestic or international freight rates.

**RISKS** - Purchases will travel totally at Buyer's risk, and the Buyer hereby assumes all risks of loss, injury or destruction occurring after the time of shipment of the Purchases to Buyer by GEKA USA or the manufacturer. No such loss, injury or destruction shall operate in any manner to release the Buyer from the obligation to pay for the shipped Purchases. In the event of damage or loss in transit, GEKA USA will, if feasible, assist Buyer in asserting Buyer's claim against the carrier or insurer.

**TITLE** - Title and ownership of all Purchases shall remain with GEKA USA after receipt thereof by Buyer until payment therefor has been made in full. After receipt thereof by Buyer, all of such Purchases shall be and shall remain personal property and shall retain their character as such even if they are installed on permanent foundations or in any other manner affixed or attached directly or indirectly to realty, and without regard to the purposes for which they may be used. The rights of GEKA USA to possession of such Purchases until the purchase price therefor shall have been paid in full shall be superior to any rights of the Buyer to possession thereof. If Buyer shall fail to make any payment when due under the Contract, GEKA USA shall be entitled to all remedies available under the Uniform Commercial Code in force in the State of Maryland on the date of the Contract, including the right to repossess the Purchases by self-help and without resort to judicial process.

**INSPECTIONS AND CLAIMS** - The Buyer shall inspect all Purchases immediately upon their arrival at the destination specified in the Contract and shall, within five (5) days thereafter, give written notice to GEKA USA of any claims that the Purchases do not conform to the requirements of the Contract. If no such notice is given within such five (5) day period, the Purchases shall conclusively be deemed to conform in all respects to the requirements of the Contract. All claims made within said five (5) day period will, if justified, be satisfied by GEKA USA or the manufacturer in accordance with the **LIMITED WARRANTY** set forth below.

**RETURNS** - GEKA USA will not accept any return of Purchases unless (a) GEKA USA shall have authorized each such return and (b) Buyer shall have prepaid all freight charges thereon to GEKA USA's warehouse or other designated consignee. Any conditions specified by GEKA USA in GEKA USA's authorization of any return of Purchases shall bind the Buyer making the return.

**SAFETY RESPONSIBILITY** - It is the Buyer's and operator's joint and several responsibility to use all Machines and Purchases only with proper safety devices and equipment and proper operating procedures to safeguard the operator from injury at all times and on a continuing basis during any set-up, use or operation of the Machines and Purchases. It is the Buyer's responsibility to train all operators in proper and safe operation and usage of the Machines and Purchases. It is the Buyer's and operator's further joint and several responsibility to assure that such set-ups, uses and operations are not beyond the rated capacities of the Machine and Purchases and are not on materials for which the Machine and Purchases were not designed. It is the Buyer's and operator's joint and several responsibilities to set-up, use and operate the Machine and Purchases in conformity with all Federal, State, and local government safety standards and all industry safety standards. GEKA USA will not be responsible for, and Buyer and operator will indemnify and exonerate GEKA USA from, expenses of defense and all claims and judgments resulting from non-compliance with any provisions of this paragraph.

**ELECTRIC CODE, ELECTRIC POWER SUPPLY, OPERATION AND MAINTENANCE - INDEMNIFICATION** - Compliance with applicable electric code, provision of the proper power supply and related controls, proper operation and proper maintenance of the Machine and Purchases are the responsibility of the Buyer. GEKA USA will not be responsible for, and Buyer will indemnify and exonerate GEKA USA from expenses of defense and any and all claims and judgments for non-compliance with the applicable electric code, non-operation or faulty operation of the Machine and Purchases into (onto) which the Purchases were placed and personal injury, loss or damages, whether direct or consequential, in any degree resulting from, or contributed to by, inadequate or deficient or excessive or inappropriate electrical power supply for the operation of the Machine, wherever located, inadequate or incorrect instruction of operating personnel in the use of the Machine in (on) which the Purchases were installed and improper or incompetent operation thereof including overloading, abuse thereof, improper or inadequate maintenance thereof, use of the Machine for purposes or on materials for which it is not intended according to its specifications or to generally accepted trade standards, or alteration or modification of any kind to such Machine in (on) which the Purchases are installed unless previously and specifically approved in writing by GEKA USA. As used herein, expenses of defense shall include all reasonable defense expenses and costs including (but not limited to) counsel fees incurred by GEKA USA. Improper or incompetent operation as referred to above shall include, but not be limited to, failure to follow manufacturer instructions, generally accepted trade practices, warnings and recommendations and failure to comply with applicable Federal, State, and local laws and regulations. Said indemnification and exoneration against claims and judgments shall include, but not be limited to, those resulting from any legal theory of strict liability and from any theory or breach of warranty of any kind. In addition, as used above, the terms "improper and inadequate" maintenance of the Machine in (on) which any such Purchases are installed shall include, but not be limited to, improper or inadequate installation of Purchases purchased under the Contract.





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**LIMITED WARRANTY AND REMEDIES** - The Manufacturer warrants each Machine made by it, purchased from GEKA USA under the Contract, to be free from defective material and workmanship for one year from the date of the bill of lading issued by the carrier at the designated f.o.b. point if the machine is used on an eight-hour-per-day basis, is given normal and proper usage and maintenance, is owned by the original Buyer, is operated by the original user and is properly operated. During the LIMITED WARRANTY period, if the Machine or any other of the Purchases to which this LIMITED WARRANTY applies are found to be defective by GEKA USA or the manufacturer, they will be replaced free of charge, f.o.b. GEKA. Repair, alteration, or modification of any kind to the Machine or any other Purchases without GEKA's previous and specific approval in writing, or without being performed by GEKA USA's personnel, absolutely and irrevocably voids this LIMITED WARRANTY. Cutting tools and dies and other expendable items and tooling are not warranted. THE LIMITED WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The parties agree that no other remedy (including, but not limited to, incidental or consequential damages for lost profits or revenues, damage to or loss of other property, cost of capital, claims of customers, cost of a replacement machine, its equipment, appurtenances, accessories, and optional items, damage to or loss of materials processed by the machine, lost sales, injury to persons or property, or any other incidental or consequential damage or loss) shall be available to Buyer or operator. The sales personnel of GEKA USA are not authorized to make warranties about Machines or other Purchases from GEKA. GEKA's employees' oral statements do not constitute warranties, shall not be relied upon by the Buyer or operator, and are not part of any quotation or Contract. NO OTHER WARRANTIES are given beyond those set forth herein. Under no circumstances shall the liability of GEKA USA exceed the price of the purchased items upon which such liability is based. The time within which Buyer or operator may bring any action against GEKA USA under this LIMITED WARRANTY shall be limited to one (1) year following the date of sale thereof.

**TAXES** - All applicable sales, use and other Federal, State, and local taxes and filing fees are to be paid by Buyer, or, if paid by GEKA USA, may be added to invoices for the Purchases or invoiced separately, and Buyer shall be obligated to pay same in accordance with invoice payment terms.

**SERVICE POLICY** - "Service" shall include all work, demonstrations, installation, start-up, instructions in the use of Machine, and maintenance and repairs of the Machine. Should any Service be requested of GEKA USA beyond that which the Contract specifies that GEKA USA will supply at its expense, such Service will be rendered at the then current per diem charge (plus overtime, if applicable) for the persons rendering the Service, plus their transportation and reasonable living expenses. Buyer shall, at Buyer's expense, supply appropriate rigging equipment and/or material handling equipment, tools, and supplies (including demonstration material) so that all such Service can be provided efficiently and safely.

**SPECIFICATIONS** - Specifications set forth in the quotation for any machine are subject to change without notice prior to GEKA's acceptance of Buyer's purchase order.

**F.O.B. POINT** - The f.o.b. point stated in the quotation or in Buyer's purchase order as accepted by GEKA USA may be changed by GEKA USA if the Purchases are delivered to a port other than that to which originally destined because of circumstances beyond the control of the carrier or beyond the control of GEKA. In such an event, Buyer is required to accept such Purchases f.o.b. such other port and may be required to pay any additional domestic overland freight charges from that other port to Buyer's designated destination.

**CONFIDENTIALITY** - All information provided, both as part of this quotation and with any subsequent order, is proprietary and all rights are reserved. No parts of it may be reproduced or transmitted to any person or entity by any means or any form without the specific written consent of GEKA USA.

**GOVERNING LAW** - The Contract shall be governed by and interpreted in accordance with the laws of the State of Maryland, without regard to principles of conflict of laws.

**ARBITRATION AND SUIT** - Any controversy or claim instituted by Buyer or GEKA USA in excess of \$30,000 in monetary damages exclusive of interest and costs or which seeks equitable relief, arising out of or relating to this Contract shall be resolved by binding arbitration before a single arbitrator in Baltimore City, Maryland under the auspices and pursuant to the American Arbitration Association commercial arbitration rules for expedited procedures regardless of the monetary amount of the claim. The cost of such arbitration shall be divided equally between the Buyer and GEKA USA and judgment upon the award rendered may be entered in any Court having jurisdiction.

Any controversy or claim instituted by the Buyer or GEKA USA seeking an amount less than \$30,000 in monetary damages arising out of or relating to this Contract, shall be litigated in the State of Maryland and Buyer and GEKA USA consent to the jurisdiction and venue of the District Court of Maryland for Baltimore City. BUYER AND GEKA USA HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY SUCH SUIT.

**CAPTIONS AND GENDER** - The captions and headings hereof are for identification and convenience only and shall be disregarded in any interpretation of the provisions hereof. Use of masculine gender herein shall be construed where appropriate to include the feminine and neuter genders. Additionally, use herein of the singular shall include the plural and use herein of the plural shall include the singular.

**SALES OR DELIVERIES TO ENTITY DESIGNATED BY BUYER** - If Buyer shall at any time designate or permit any entity other than Buyer for purchase and/or delivery and/or use of the Purchases described in the Contract, Buyer and the entity or entities designated or permitted by Buyer for such Purchases and/or delivery and/or use of the Purchases shall be jointly and severally liable for the payment of the purchase price of the Purchases and shall be bound by these Terms and Conditions of Quotation and Sale. Buyer shall be responsible for delivering a copy of these Terms and Conditions of Quotation and Sale to each such entity. As used herein, the term "Buyer" shall include (but not be limited to) the individual or individuals and/or the business entity or entities requesting the price quotation whether or not such Buyer designates or permits another entity or entities for the Purchases and/or delivery and/or use of such Purchases and whether or not such entity or entities shall pay all or any part of the purchase price of the Purchases. Buyer and the purchasers and the consignee or user of the Purchases described in the Contract will be jointly and severally liable for the purchase price thereof, and Buyer, purchaser, consignee and user of such Purchases will be deemed to have agreed to require such purchaser, consignor or user of such Purchases to agree with GEKA USA to be bound by these Terms and Conditions of Quotation and Sale as they pertain to the purchase of such Purchases and use or operation of the Machine containing (using) any such Purchases, and upon request will supply to GEKA USA a copy of such agreement signed by such purchaser, consignor and/or user of such Purchases.

**AUTHORITY TO GEKA USA FROM BUYER** - Buyer hereby grants a security interest to GEKA USA in Buyer's Purchases from the date that Buyer enters into the Contract for buying such Purchases until Buyer shall have made payment in full for Buyer's Purchases, and hereby authorizes and empowers GEKA USA to record a Financing Statement "UCC-1" with the appropriate authority naming Buyer as the Debtor and GEKA USA as the Secured Party. Buyer hereby authorizes GEKA USA to execute Buyer's name to all documents evidencing the security interest. This authority is a power coupled with an interest and is not revocable.

**DELINQUENT ACCOUNTS** - All delinquent accounts that remain unpaid beyond thirty (30) days past the invoice date will be subject to a two percent (2%) per month service charge. Delinquent accounts that remain unpaid beyond sixty (60) days will be placed on "Credit Hold". While an account is on Credit Hold, no orders will be shipped until past due invoices are remedied. Accounts consistently on Credit Hold or over sixty (60) days old may lose credit standing.

**NOTICES** - Notices, All notices, request, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.