

Terms and Conditions of Sale

Global (excluding Canada)

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Modification of sales terms

Terms and Conditions contained in any purchase order or other form of communication from Dodge Industrial, Inc.'s customers, which are additional to or different from these Terms and Conditions, shall be deemed rejected by Dodge Industrial, Inc. unless expressly accepted in writing.

Acceptance of orders

All sales by Dodge Industrial, Inc. are made under and expressly limited to the Terms and Conditions set forth herein. Acceptance shall be in writing or by the beginning of performance hereunder. Terms and conditions contained in any purchase order or other writing submitted by Buyer shall be of no force and effect, regardless of any provisions to the contrary in any such purchase order or other writing. Dodge Industrial, Inc.'s failure to take exception to the terms and conditions embodied in any purchase order or other writing shall not be construed as a waiver of the above provisions.

Quotations

Acceptance of a quotation by Dodge Industrial, Inc. to offer goods for sale subject to these Terms and Conditions is expressly limited to forty-five (45) days from the date the quotation is issued by Dodge Industrial, Inc.

Purchase orders submitted by Buyer for the goods quoted by Dodge Industrial, Inc. shall constitute acceptance of these Terms and Conditions. All purchase orders will be subject to approval by Dodge Industrial, Inc.

Acceptance of goods

Buyer's acceptance of Dodge Industrial, Inc.'s product constitutes acceptance of these Terms and Conditions.

Prices and price changes

All prices are net FCA (Incoterms 2020) shipping point and are subject to change without notice. In the event of a change in Dodge Industrial, Inc.'s prices, the price for product not shipped will be the price in effect on the date of shipment. If Dodge Industrial, Inc.'s quoted price was based upon delivery to and acceptance by Buyer of a specified quantity of product, such price shall be subject to adjustment if Buyer does not accept the quantity at the times specified in Dodge Industrial, Inc.'s quotation, and Buyer will be invoiced at Dodge Industrial, Inc.'s standard price without quantity discounts, if any, for the quantity of equipment actually accepted by Buyer. All prices and terms of sale are subject to correction for error.

Taxes

In addition to any prices, Buyer shall pay the amount of any present or future manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Dodge Industrial, Inc. and Buyer. In the event Dodge Industrial, Inc. is required to pay any such tax, fee or charge, Buyer shall reimburse Dodge Industrial, Inc. for the full amount of the payment. Buyer shall provide Dodge Industrial, Inc. at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing such tax, fee, or charge.

Terms of payment

All orders are subject to the approval of Dodge Industrial, Inc. Except as otherwise provided, terms are payment net 30 days from the date of the invoice. If, during the period of performance of an order, the financial condition of Buyer is determined by Dodge Industrial, Inc. not to justify the terms of payment specified, Dodge Industrial, Inc. may demand full or partial payment in advance before proceeding with the work, or satisfactory security or guarantees that invoices will be promptly paid when due, or, at its option without prejudice to other lawful remedies, may defer delivery or cancel the order. If Buyer defaults in any payment when due, or in the event any voluntary or involuntary bankruptcy or insolvency proceedings involving Buyer are initiated by or against Buyer, then the entire order price shall immediately become due and payable upon demand, or Dodge Industrial, Inc., at its option, and without prejudice to its other lawful remedies, may defer delivery or cancel the order.

Payment Terms – All published prices are cash prices, net 30 days with approved credit. Purchasing card and credit card payments are accepted and processed at time of shipment and are subject to credit pricing.

On orders of \$100,000 or more, the standard method of payment will be progressive deposits.

Nothing contained herein shall be construed as authorizing the Buyer to delay or withhold any payment or payments beyond the due date for any goods or products sold under the provisions of the Order. It is expressly understood that all claims on the part of the Buyer or of any other party are separate and shall have no bearing on the obligation of the Buyer to make payments for the goods sold under these Terms and Conditions. If Buyer shall fail to make any payment to Dodge Industrial, Inc. within the time provided, a service charge shall accrue monthly from the due date at the maximum rate allowed by applicable law until full payment has been made. In addition to the accrual of such service charge, Buyer shall be liable for all other losses, damages or expenses directly incurred by Dodge Industrial, Inc. as a result of Buyer's failure to make timely payment, including, but not limited to, reasonable attorney's fees incurred with the collection of said payments.

Delivery – risk of loss

All sales are FCA (Incoterms 2020) point of shipment designated by Dodge Industrial, Inc. Dodge Industrial, Inc. shall use commercially reasonable efforts to deliver the products or services on or up to 30 days before the specified delivery date. Buyer shall provide all necessary shipping information.

Delivery of product to a commercial carrier at Dodge Industrial, Inc.'s plant or other agreed loading point shall constitute delivery to Buyer, and any risk of loss and further cost and responsibility thereafter for claims, delivery, loss or damage, including, if applicable, placement and storage, shall be borne by Buyer. Claims for shortages or other errors in delivery must be made in writing to Dodge Industrial, Inc. within ten (10) days after delivery of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer.

Dodge Industrial, Inc. will use commercially reasonable efforts to maintain shipping schedules, delivering products or services on or up to 30 days before the specified delivery date. However, UNDER NO CIRCUMSTANCES SHALL DODGE INDUSTRIAL, INC. BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANTICIPATED PROFITS resulting from any delay in shipment or delivery, nor shall the failure to deliver goods within the time specified constitute a default. The responsibility of Dodge Industrial, Inc. for proper delivery ceases upon delivery of the goods to the carrier, or other agreed delivery point. Any storage costs incurred by Dodge Industrial, Inc. for the storage of goods delayed in shipment at the request of the Buyer shall be paid promptly by the Buyer when invoiced by Dodge Industrial, Inc. In all cases, Buyer shall bear the risk of loss or damage from the shipping point, and the Buyer shall be responsible for the filing of all claims with the carrier.

Delays – causes beyond dodge's control

Dodge Industrial, Inc. shall not be liable for any ordinary, incidental, or consequential loss or damage as a result of delay in or failure of delivery or installation due to (i) any cause beyond Dodge Industrial, Inc.'s reasonable control, (ii) an act of God, act of the Buyer, embargo or other government act, authority, regulation or request, fire, theft, accident, epidemic, pandemic, strike, slowdown or other labor disturbance, war, riot, delay in transportation, or (iii) inability to obtain necessary labor, materials, components, or facilities. Should any of the events of force majeure occur, Dodge Industrial, Inc., at its option, may cancel Buyer's order with respect to any undelivered product or extend the delivery date for a period equal to the time lost because of delay. Notice of such election shall be given promptly to Buyer. In the event Dodge Industrial, Inc. elects to so cancel the order, Dodge Industrial, Inc. shall be released of and from all liability for failure to deliver the product, including, but not limited to, any and all claims on behalf of Buyer for lost profits, or any other claim of any nature which Buyer might have. If shipping or progress of the work is delayed or interrupted by Buyer, directly or indirectly, Buyer shall pay for all additional charges resulting therefrom.

Shipping/handling charges

Shipments are FCA (Incoterms 2020) Seller's factory, or other agreed point of shipment. Shipping/handling will be collect or prepaid and billed as a separate item on the equipment invoice on the basis of Dodge Industrial, Inc.'s current shipping/handling policies.

Electronic orders

Orders placed hereunder by Buyer may be transmitted electronically and, in such event, such orders shall be subject to the terms and conditions contained herein. Electronic orders include orders submitted via Electronic Data Interchange (EDI), System-to-System, and the PTplace eCommerce website.

Default

Should Buyer default on its obligations under this Agreement and the default matter is placed with an attorney for collection or repossession of equipment, Buyer agrees to reimburse attorney fees and court costs incurred by Dodge Industrial, Inc. in connection therewith.

Product changes

Dodge Industrial, Inc. may, at any time and without notice, make changes (whether in design, material, improvements or otherwise) in any catalog goods, and may discontinue the manufacture of any catalog goods, without incurring any obligations of any kind as a result thereof.

Changes

Buyer may, with the express written consent of Dodge Industrial, Inc. make changes in the specifications for equipment or work covered by the contract. In such event the contract price and delivery dates may be adjusted. Dodge Industrial, Inc. shall be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes and for work and materials required to effect said changes.

Cancellation

No order submitted to Dodge Industrial, Inc. may be cancelled by Buyer without the prior written consent of Dodge Industrial, Inc., which consent will at all times be conditioned on Buyer's agreement to pay Dodge Industrial, Inc.'s cancellation charge. For finished product, which in Dodge Industrial, Inc.'s judgment is readily resalable to others, the cancellation charge shall be 15% of the invoice price of the equipment. For all other cancellations, the cancellation charge shall amount to all costs and expenses incurred by Dodge Industrial, Inc. and arising out of or in connection with Buyer's order, net of recoverability, but in no event less than 10% of the invoice price of the product or more than the invoice price.

International sales

Dodge Industrial, Inc. acknowledges that the parties hereby expressly exclude the application of the Convention on Contracts for the International Sale of Goods to this Agreement or any Purchase Order issued in connection with this Agreement.

Drawings – other design data

All specifications, drawings, designs, data, information, ideas, methods, tools, gages, dies, fixtures, patterns and/or inventions made, conceived, developed or acquired by Dodge Industrial, Inc. in connection with procuring and/or executing Buyer's order will vest in and inure to Dodge Industrial, Inc.'s sole benefit, notwithstanding any charges therefore which may have been or may be imposed by Dodge Industrial, Inc. Buyer shall not give, loan, exhibit, sell or transfer to any person not then employed by Buyer and authorized to receive such information, or to any organization or entity, any drawing, photograph or specification furnished by Dodge Industrial, Inc. or reproduction thereof which may enable such person, organization or entity to furnish similar goods or parts therefore.

Return of products

No product or part shall be returned to Dodge Industrial, Inc. without written authorization and shipping instructions first having been obtained from Dodge Industrial, Inc.

Assignment and subcontracting

None of the Buyer's rights under any order shall be assigned by the Buyer to any other person, whether by operation of law or otherwise, without Dodge Industrial, Inc.'s prior written approval. Dodge Industrial, Inc. may, without the necessity of obtaining Buyer's prior written consent, subcontract the production of all or any portion of the product.

Warranties

All Dodge Industrial, Inc. products are warranted against defects in Dodge Industrial, Inc.'s workmanship and materials.

Warranty period

Dodge Industrial, Inc. products are warranted for 12 months from the date of installation or 18 months from the date of manufacture, whichever comes first. Some Dodge Industrial, Inc. products may be warranted for a longer period. The terms and period of warranty for all products are found in the Dodge Warranty Policies and Procedures.

Warranty remedies

If a Dodge Industrial, Inc. product is defective due to Dodge Industrial, Inc.'s workmanship or materials and the defect occurs during the warranty period, Dodge Industrial, Inc. will, in its discretion, either repair the product or replace it with a new one, whichever Dodge Industrial, Inc. believes to be appropriate under the circumstances. Dodge Industrial, Inc. is not responsible for removal or shipping of the product to the service center, the reinstallation of the product upon its return to the customer, or any incidental or consequential damages resulting from the defect, removal, reinstallation, shipment or otherwise. Warranty service is available for all Dodge Industrial, Inc. products from Dodge Industrial, Inc.'s designated Customer Service Center.

Exclusions – This warranty does not:

(i) apply and shall be void with respect to product operated in excess of rated capacity or otherwise not in accordance with installation, maintenance, or operating instructions or requirements, to product repaired or altered by others than Dodge Industrial, Inc. or Dodge Industrial, Inc.'s authorized service agencies, or to product which was subjected to abuse, negligence, misuse, misapplication, accident, and/or damages by circumstances beyond Dodge Industrial, Inc.'s control, to improper installation (if by others than Dodge Industrial, Inc.), operation, maintenance or storage, or to other than normal use or service, and

(ii) apply to product or components not manufactured by or for Dodge Industrial, Inc. With respect to product or components not manufactured by Dodge Industrial, Inc., Dodge Industrial, Inc.'s warranty obligations shall in all respects, and to the extent assignable, conform and be limited to the warranty actually extended to Dodge Industrial, Inc. by its suppliers, but in no event shall Dodge Industrial, Inc.'s obligations be greater than those provided under Dodge Industrial, Inc.'s Warranty as set forth in this section.

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, DODGE INDUSTRIAL, INC. DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. NO OTHER WARRANTY, EXPRESS OR IMPLIED, WHETHER OR NOT SIMILAR IN NATURE TO ANY OTHER WARRANTY PROVIDED HEREIN, SHALL EXIST WITH RESPECT TO THE GOODS SOLD UNDER THE PROVISIONS OF THESE TERMS AND CONDITIONS. ALL OTHER SUCH WARRANTIES ARE HEREBY EXPRESSLY WAIVED BY THE BUYER. The warranty stated herein is the sole warranty of Dodge Industrial, Inc., and no other affirmations or promises made by Dodge Industrial, Inc. shall be deemed to create an express or implied warranty. Dodge Industrial, Inc. has not authorized anyone to make any representations or warranties other than the warranty contained herein.

Indemnification of buyer

Buyer shall indemnify, hold harmless, and defend Dodge Industrial, Inc. and Dodge Industrial, Inc.'s employees and agents, from and against any and all damages, liability, claims, losses, and expenses (including reasonable attorneys' fees, court costs, and out-of-pocket expenses) arising out of or resulting in any way from claims by customers of Buyer or third parties against Dodge Industrial, Inc. alleging a breach of contract or warranty by Dodge Industrial, Inc.

Patent rights

Dodge Industrial, Inc. warrants that the use of the goods delivered hereunder will infringe no claim of any U.S. patent covering the goods themselves; but does not warrant against infringements by reason of the use thereof in combination with other material or in the operation of any process. If Dodge Industrial, Inc. is subject to any claims or charges of patent infringement within the meaning of this paragraph, Buyer, or any party in privity with Buyer, agrees to hold harmless and indemnify Dodge Industrial, Inc., its successors and assigns, against any and all such claims, demands, and suits, including all damages, expenses and attorney's fees, resulting from such claims, demands, and suits.

Regulatory laws and/or standards

Dodge Industrial, Inc. takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations as may affect its products; however, Dodge Industrial, Inc. recognizes that its products are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other.

Dodge Industrial, Inc. makes no promise or representation that its product will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Dodge Industrial, Inc. Dodge Industrial, Inc. prices do not include the cost of any related inspections or permits or inspection fees.

Export control

(a) Buyer represents and warrants that the goods, services and/or products provided hereunder and the “direct product” thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Buyer agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by Dodge or the “direct product” thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, Dodge shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Buyer. Buyer shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by Dodge. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by Dodge without liability for damages of any kind resulting from such cancellation. At Dodge’s request, Buyer shall provide to Dodge a Letter of Assurance and End-User Statement in a form reasonably satisfactory to Dodge.

Nuclear limitation of use

The products sold pursuant to this Agreement are not for use in or with any nuclear facility unless specifically so stated in Dodge Industrial, Inc.’s Quotation. If Dodge Industrial, Inc.’s Quotation does expressly acknowledge that Dodge Industrial, Inc.’s equipment is to be used in or with a nuclear facility, Dodge Industrial, Inc.’s Special Nuclear Conditions will be attached hereto and shall control.

Buyer accepts the responsibility for insuring that the equipment is not used in violation of this limitation and Buyer shall indemnify and hold Dodge Industrial, Inc. harmless from any and all liability (including such liability resulting from Dodge Industrial, Inc.’s negligence) arising out of said improper use.

Limitations of liability – consequential damages

Disclaimer of Damages – UNDER NO CIRCUMSTANCES SHALL DODGE INDUSTRIAL, INC. BE LIABLE OR RESPONSIBLE IN ANY MANNER WHATSOEVER FOR ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANTICIPATED PROFITS RESULTING FROM THE DEFECT, REMOVAL, REINSTALLATION, SHIPMENT OR OTHERWISE UNDER ANY THEORY OF RECOVERY, INCLUDING BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Damages not recoverable shall include, but not be limited to, loss of profits or revenues, loss of use of the product or associated equipment, cost of substitute equipment, facilities, down time costs, increased construction costs or claims of Buyer's customers or contractors for such damages.

Limitation of liability

Dodge Industrial, Inc. shall not be liable for any loss, claim, expense or damage caused by or arising out of the acts or omissions of Buyer or third parties, whether negligent or otherwise. In no event shall Dodge Industrial, Inc.'s liability for any cause of action whatsoever exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity, or tort (including negligence). Any suit arising hereunder (except for actions arising from Buyer's failure to pay for products, goods and/or services) must be commenced within one (1) year from the date the cause of action accrues. Except to the extent expressly provided herein, Dodge Industrial, Inc. shall not indemnify any party.

No responsibility for gratuitous information or assistance

If Dodge Industrial, Inc. provides Buyer with assistance or advice which concerns any parts/products/service supplied hereunder or any system or equipment in which any such part/product/service may be installed and which is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Dodge Industrial, Inc. to any liability, whether based in contract, warranty, tort (including negligence) or otherwise.

Governing law

These Terms and Conditions, and the contract of sale between Dodge Industrial, Inc. and Buyer, shall be governed by and construed in accordance with the laws of the State of South Carolina, but without regard to its conflicts of law provisions. Buyer agrees to the jurisdiction of any state or federal court located in Greenville County, South Carolina and waives any arguments or defenses based upon personal jurisdiction, venue and forum non conveniens. Dodge Industrial, Inc. represents that its products will be produced in compliance with the Fair Labor Standards Act of 1938 as amended.

Applicability

The Terms and Conditions as stated herein are applicable as of the date of this printing and until such time as changed by Dodge Industrial, Inc.

Proprietary materials

Dodge Industrial, Inc. reserves to itself copyrights and other intellectual property rights on all quotations, drawings, manuals, instructions or any other information or data provided to Buyer. Such materials shall remain the property of Dodge Industrial, Inc. and shall not be disclosed to any other third party without Dodge Industrial, Inc.'s prior written permission. If requested, Buyer shall return all items to Dodge Industrial, Inc. and certify, in writing, that all copies thereof have been destroyed.

Severability

The provisions of these Terms and Conditions are severable and, once accepted, if any provision herein shall be held unenforceable or invalid, such invalidity shall not affect any other provision contained herein.

Waiver

Dodge Industrial, Inc.'s failure to insist on performance of any of these Terms and Conditions herein or to exercise any right or privilege or the waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

Entire agreement

The Terms and Conditions shall become effective upon acceptance. It is expressly understood and agreed by the Buyer and Dodge Industrial, Inc. that this document (together with Buyer's purchase order, if any, or any separate document to which these Terms and Conditions may be attached) constitute the full understanding of the parties, a complete allocation of the risks between them, and the final and entire agreement between them. Any other Terms and Conditions, whether contained in any purchase order, invoice, acknowledgement, or any other document, which may vary from any term of condition contained herein shall not be made except with the written consent of both Dodge Industrial, Inc. and Buyer.

U.S. Government contracts

(a) This Article 36 applies only if the transaction relates to the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

(b) Buyer agrees that all goods, products and services provided by Dodge meet the definition of “commercial-off-the-shelf” (“COTS”) or “commercial item” as those terms are defined in Federal Acquisition Regulation (“FAR”) 2.101. Buyer agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under Dodge’s Software License. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment is unknown unless otherwise specifically stated by Dodge in this Agreement. Buyer agrees any Services offered by Dodge are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 36 shall be the one in effect on the effective date of this Agreement.

(c) If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Buyer is procuring the goods, products or services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the purchase order price.

Data protection

(a) The parties agree that the protection of Personal Data is very important. If Buyer discloses Personal Data to Dodge, Dodge shall comply with all applicable data protection laws and regulations. Buyer shall comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from Dodge in the course of receiving the goods, products or services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guide-lines and order from any competent supervisory authority, and their application to the goods, products or services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of Personal Data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.



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