

# STANDARD TERMS AND CONDITIONS

1. ENTIRE AGREEMENT: When accepted, this offer constitutes the entire agreement between the parties; No modification of this offer shall be binding on Seller unless accepted in writing by an authorized representative of the Seller.
2. SCOPE: This quotation covers only the materials itemized on the face hereof and not all materials that may be required on this project.
3. ACCEPTANCE: This offer must be accepted in writing within thirty days from its date.
4. CHANGES: The manufacturers represented by the Seller reserve the right to make such changes in detail of design, construction and/or material furnished which in their judgement shall constitute an improvement. Any descriptive literature and/or drawings may be standard forms covering equipment and/or material of substantially similar type and character from which there may be variations. Buyer agrees to accept such changes.
5. DELIVERY: Unless otherwise provided on the face hereof, all shipments shall be made via common carrier and such shipments are at the sole risk of Buyer from and after delivery to the carrier, and Buyer assumes all responsibility for shortage, loss, delay or damage in transit after issuance to Seller by carrier of clean bill of lading.
6. INSTALLATION: Installation of the quoted material is the sole responsibility of Buyer, and its agent or contractor as the case may be. The inability of Buyer to take delivery or to have the quoted material installed due to labor trouble or for any other reason shall not excuse Buyer from its obligations to pay for the quoted material in accordance with agreed upon payment terms.
7. SHIPMENT DATES: Shipment dates are estimates only. No contract will be made to ship in a specified time unless the Seller has a commitment in writing by an authorized representative of the manufacturer of the quoted material.
8. DELAYS: Seller shall not be responsible for any loss, liability or expense arising out of delays in delivery or transportation, or installation or out of its inability to make deliveries or otherwise to perform its obligations due to circumstances beyond its control, including but not limited to acts of God, acts of Buyer, results of civil or military priorities, fires, floods, epidemics, quarantine restrictions, war, riot, delays in transportation, car shortages, strikes and inability to obtain quoted material from the manufacturer.
9. WARRANTY: The Warranties covering the described materials are those supplied by the manufacturer; Consequently, except as otherwise expressly stated herein, Seller makes no warranties which extend beyond the description of the face hereof nor as to merchantability or other quality, and Seller assumes no liability to any person, firm or corporation for damage or injury of any character occurring in respect to the materials itemized herein.
10. BUYERS REMEDIES: Buyers remedies for any cause of action arising out of this sale (whether in contract or for negligence), shall be limited to return of the purchase price of the quoted materials and in no event shall Seller be liable for further loss, damage or expense (whether direct, foreseeable, consequential or special.)
11. TERMS OF PAYMENT: Unless otherwise agreed with the prior approval of Seller's credit department, terms of payment in full are as stated on the face hereof. THIS QUOTATION DOES NOT INCLUDE RETAINAGE OR HOLDBACK RIGHTS, EITHER IN FULL OR IN PART, FOR THE BUYER. No payment due hereunder shall be withheld or postponed because of unsuitable weather in which to test equipment or for any other cause. A 1% service charge per month (annual rate of 12%), will be made on past due accounts. This charge will be made 1 ½ months after the due date and will be computed retroactively to the due date. Seller will

accept credit cards as a form of payment for invoices of \$5,000 or less. Credit cards will not be accepted for invoices above \$5,000. Seller reserves the right to required full or partial payment in advance of any shipment, or other payment arrangement, whenever in its judgment the financial condition of the Buyer does not justify shipment of the goods on the terms specified.

12. CANCELLATIONS: The cancellation of orders cannot be accepted if the manufacture of the quoted materials has commenced. In the event of cancellation, Buyer shall be liable for any loss caused Seller thereby, including but not by way of limitation, engineering costs, cost of special tooling purchased or prepared, and/or costs of special materials purchased, but in no event less than 15% of the purchase price.
  
13. PATENTS AND TRADEMARKS: Seller shall not be liable to Buyer for any liability or expense arising out of the infringement of third party domestic or foreign patents or trademarks.