

**1. ACCEPTANCE BY BUYER**

Acceptance of this sales order or quotation by buyer **IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS HEREIN CONTAINED.** Any item or condition in any purchase order or other form in conflict with the terms or conditions of this sales order or quotation is hereby expressly rejected and shall not be binding on Seller. If these terms and conditions differ in any way from terms and conditions of Buyer's order, or other documentation, this document will be construed as a counteroffer and will not be deemed an acceptance of Buyer's terms and conditions which conflict herewith. This quotation may be withdrawn by Seller at any time prior to acceptance by Buyer of each and every term and condition hereof, and will expire automatically upon (90) days from the date hereof unless accepted by Buyer. On all orders, the prices shown and acknowledged at the time of entry will be subject to revision in accordance with Seller's price schedules in effect at time of shipment. All sales, contracts and orders become effective only when approved and accepted in writing by Seller on Seller's sales order or acknowledgment.

**2. PRICES - Prices are**

- a) subject to change without notice prior to acceptance of Buyer's order by Seller, unless quoted otherwise in writing by Seller.
- b) exclusive of all federal, state, municipal or other government excise, sales, use occupational or like taxes now in force or to be enacted in the future.
- c) subject to an increase equal in the amount to any tax the Seller may be required to collect or pay upon the sales of the items quoted.
- d) quoted F.O.B., place of manufacture.
- e) subject to change at any time by Seller in the event of any change in the Buyer's requirements or the terms and conditions of this quotation.

**3. TERMS**

- a) Invoices will be issued under date of shipment with terms of net thirty (30) days from date of invoice, subject to such change as Seller's home office may impose because of financial or credit conditions existing at time of shipment. In the event of an order for several units, each unit will be invoiced when shipped.
- b) Seller reserves the right to modify these terms for export business and special projects.

**4. BUYERS CREDIT**

If the financial responsibility of the Buyer becomes impaired or unsatisfactory to Seller or if Buyer is in default to Seller under this or any other contract, advance cash payment or satisfactory security shall be given by Buyer upon demand by Seller and shipments may be withheld until such payment or security is received.

**5. SHIPPING ESTIMATES**

- a) The shipping date shown in this sales order or quotation is approximate and dependent upon prior sales and circumstances beyond Seller's control.
- b) Shipping date will be computed from the date or receipt of all data required to enable complete engineering or acceptance of buyers order as provided in Section 1 above, whichever is later.
- c) Every effort will be made to effect shipment within the time stated, but Seller will not be liable for any damages resulting directly or indirectly from fire, embargo, strikes, or acts of God, civil strife or insurrection, transportation delay, whether at place of manufacture or elsewhere, or from delay by reason of any rule, regulation or order of any governmental authority directly affecting delivery or from causes beyond seller's control.
- d) Any changes in customer's requirements will require confirmation or revision of estimated shipping date.

**6. DELIVERY**

All goods shall be shipped F.O.B. the stated shipping point. Seller shall have the right to select the carrier unless the carrier is designated by the Buyer and upon delivery of the goods by the Seller to the carrier, the carrier shall be deemed to be the agent of the Buyer and thereafter risk of loss shall be on the buyer.

**7. WARRANTY**

- a) Seller warrants that the Buyer will receive good title to the product and that such part of the product manufactured by the Seller will be free from defects which are not commercially acceptable in material and workmanship for a period of ninety (90) days from date of shipment, when used by the Buyer in accordance with the instructions as to maintenance and operation recommended by Seller. In no event shall this warranty extend to or obligate Seller in any way regarding parts or components in the product not actually manufactured by Seller, but Seller's warranty in respect to any such parts and components manufactured by others is hereby expressly limited to the warranty of the original manufacturer of such item or component. A copy of the original manufacturer's warranty of such items or products will be submitted to the Buyer upon request.
- b) This warranty is void and of no effect and Seller shall not be liable for any breach of warranty, express or implied. If the product or any part or component thereof shall have been repaired or altered by persons other than the Seller unless expressly authorized in writing by the Seller, or if the product is operated or installed contrary to Seller's instructions or subjected to misuse, negligence or accident.
- c) THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THE WARRANTY HEREIN CONTAINED and no statement, oral or written, inconsistent with this warranty is binding on Seller. No agent, employee or representative of the Seller has any authority to bind the Seller to any confirmation, representation or warranty concerning the product that is the subject of this quotation beyond that specifically included in this written quotation or sales order. Extension of or amendment of this warranty can be made only in writing by a authorized officer of the Seller.
- d) This warranty is made IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, including any warranty of MERCHANTABILITY or FITNESS for a particular purpose.
- e) Seller's remedy for breach of any warranty shall be limited as in the next section provided.

**8. REMEDY FOR BREACH OF WARRANTY AND LIMITATION OF LIABILITY**

- a) Seller agrees to repair or replace without cost any part of the product manufactured by the Seller that, for the period of ninety (90) days specified in Section 6 above, may prove upon Seller's inspection, to be defective in material or workmanship and not commercially acceptable.
- b) Seller shall have the option to inspect any parts claimed to be defective either at Seller's place of business or Buyer's place of business. No return shall be accepted unless Seller has had an opportunity to inspect the product or has expressly authorized the return.
- c) Under no circumstances shall Seller be liable for consequential or incidental damages resulting from any breach of warranty even though Seller may have been advised of the possibility of such damages. Seller's liability for breach of any warranty shall not exceed the purchase price of the product less the value of the product at any time of acceptance.

- d) Any claim for breach of Seller's warranty herein contained must be made in writing addressed to the Seller setting forth in sufficient detail to permit identification of the defect. Any claim for breach of warranty must be made within twelve (12) months after installation on Buyer's premises of the product. If not made within said twelve (12) month period it shall be conclusively deemed to have been waived.
- e) The remedies for breach of warranty herein contained shall be exclusive.

**9. RESERVATION OF RIGHTS IN RESPECT TO SELLERS OTHER PRODUCTS**

- a) Seller reserves the right to make improvements and changes in design upon its products without imposing any obligation to make such changes or improvements upon the product that is the subject of this order or on product previously manufactured and sold by it.

**10. LIMITATION OF ACTIONS**

Any action for breach of Seller's warranty must be commenced within twelve (12) months from the time the cause of actions accrues unless the period for action shall be extended by Seller's writing. In the interpretation of this limitation on action for breach of Seller's warranty, it is expressly agreed that there are no warranties of future performance of the product that extend the period of limitation herein contained for bringing an action.

**11. CANCELLATION**

In the event Buyer requests a Seller to stop work or cancel the order or any part thereof, cancellation charges shall be paid to Seller as follows:

- a) Any and all work that is complete on the date of notification in writing to stop work or to cancel shall be invoiced and paid in full.
- b) For work in process and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the Buyer shall pay the actual costs and overhead expenses determined in accordance with good accounting practices.
- c) Buyer shall promptly instruct Seller as to the disposition of the product and the latter shall, if requested, hold the product for Buyer's account. All costs of storage, insurance handling, boxing or other costs in connection therewith shall be borne by the Buyer.

**12. COMPLETE AGREEMENT**

This quotation or sales order when accepted by the Buyer without condition and acknowledgment of receipt of the acceptance is given to the Buyer shall constitute the entire agreement between the Buyer and Seller and supersedes all proposals, oral or written and all other communications between the parties relating to the subject matter of this quotation. No alteration or addition to this quotation shall bind the Seller unless expressly assented to in writing by a duly authorized officer of the company.