



TERMS AND CONDITIONS

1. **ACCEPTANCE.** Seller hereby accepts Buyer's order for the goods, products and/or equipment described on the face hereof, but such acceptance is expressly conditioned upon acceptance by Buyer of the terms set forth herein. Seller shall not be bound by any terms of Buyer's purchase order which provide conditions additional to or different from the terms hereof.
2. **SHIPMENT.** Unless otherwise specifically agreed, all prices are for material packed for domestic shipment and for delivery F.O.B Seller's point of shipment. Shipping dates are approximate and based on prompt receipt of all necessary information. All risk of loss shall be upon the Buyer from point of shipment. Buyer shall pay all transportation and delivery charges to final destination.
3. **PRICES.** Prices stated herein are based on present costs. Such prices are subject to increase by Seller at any time prior to delivery in respect of all or any portion of the goods, products and/or equipment on order to the extent necessary to cover Seller's increased costs applicable thereto.
4. **PAYMENT.** Partial shipments may be made and payments therefor shall become due in accordance with the terms hereof. Finance charges are subject to rates in effect at time of delivery of goods, products, and/or equipment. The terms of sale herein are subject to credit approval and Seller may at any time prior to delivery modify the terms of payment originally specified to assure prompt payment of the goods, products and/or equipment ordered.
5. **TAXES.** The amount of taxes stated on the face hereof, if any, is approximate only. Buyer is liable for the full amount of all taxes applicable to or as a result of this transaction, exclusive of franchise taxes measured by the net income of Seller. Buyer shall pay the amount of all such taxes as at any time requested by Seller as if originally added to the price. If Seller pays such taxes, Buyer shall reimburse Seller therefor.
6. **SECURITY INTEREST AND DEFAULT.** Seller shall retain a security interest in the goods, products, and/or equipment delivered hereunder until the total selling price, including taxes, delivery and other charges, is paid in full by Buyer. Buyer agrees to sign and deliver to Seller any additional security agreement required by seller. If Buyer shall fail or refuse to accept delivery of the goods, products and/or equipment ordered hereunder or shall default in the performance of any terms, covenants and conditions of the Agreement, Seller may retain any cash deposited or paid to it and the goods, products and/or equipment, and apply the value of same toward payment of its damages. If goods, products and/or equipment ordered have been delivered to Buyer by Seller at the time of default, Seller may declare the full amount due and payable without notice or demand and may repossess the goods, products and/or equipment. Repossession and disposition of the goods, products and/or equipment, and suit for any deficiency shall be pursuant to applicable laws. The remedies provided herein shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in Seller's favor existing at law or in equity.
7. **WARRANTY.** Seller warrants its products to be free from defects in material and workmanship under normal use and maintenance as herein provided. Seller's sole obligation under this warranty shall be limited to repairing, replacing or allowing credit for, at Seller's option, any product which under normal and proper use and maintenance proves defective in material or workmanship within eighteen (18) months after shipment or twelve (12) months after startup, whichever occurs first, provided however, that notice of any such defect and satisfactory proof thereof is promptly given by Buyer to Seller, and thereafter such product is returned to Seller, with transportation charges prepaid, and Seller's examination proves such product to have been defective. This warranty does not apply in respect of damage to any product or accessory or attachment thereof caused by misuse, neglect or accident, nor does this warranty apply to any product which has been repaired or altered in any way which, in the sole judgement of Seller, affects the performance, stability or general purpose for which it was manufactured. Performance of Seller's products or systems for specific applications is warranted on in cases where Seller has sole responsibility for product and system concept, design, and selection of components, manufacture and installation. Wherever Buyer has specified that certain components be used, such products or system performance warranties are limited to that consistent with the performance specified by the manufacturers of the components so employed. For goods, products and/or equipment or systems only sold by Seller and manufactured by others, Seller only passes such manufacturer's warranties on to Buyer. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE). EXPRESS OR IMPLIED AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.**
8. **DELAYS.** Seller shall not be liable for loss or damage due to delay in delivery or manufacture, resulting from any cause beyond Seller's reasonable control, including but not limited to, compliance with any regulation, orders, or instructions of any federal, state or municipal government or any department or agency thereof, acts of God, acts or omissions of the Buyer, acts of civil or military authority, fires, factory shutdowns or alterations, embargoes, war, riot delays in transportation, or inability due to cause beyond the Seller's reasonable control to obtain necessary labor, manufacturing facilities or materials from the Seller's usual sources and any delays resulting from any such cause shall constitute for extending delivery dates and receipt of the goods shall constitute a waiver of all claims for damages. In no event shall Buyer or Seller be liable for special or consequential damages.
9. **POSTPONEMENT.** No postponement of scheduled deliveries by Buyer will be permitted except when specifically agreed to in writing by Seller. In such event, price will be subject to redetermination on the basis of then current price and appropriate quantity discount, if any.
10. **CANCELLATION.** Buyer may cancel its order, reduce quantities or revise specifications only by agreement in writing with Seller. Reasonable and proper cancellation charges which shall take into account expenses already incurred and commitments made by Seller shall be charged and Buyer shall indemnify Seller against any loss resulting therefrom.
11. **EQUIPMENT PERFORMANCE.** Due to variable facts beyond Seller's control, any statements of application performance of goods, products and or equipment sold hereunder, such as rate production, are estimates only furnished solely for convenience of Buyer.
12. **ENTIRE AGREEMENT APPLICABLE LAW.** The rights and obligation of Seller and Buyer shall be governed by the laws of the state where the Buyer's order is accepted by Seller. The provisions hereof are intended by Buyer and Seller as a final expression of their agreement and are intended also as a complete and exclusive statement of all the terms applicable to Buyer's order. No waiver, modification or addition to any of the terms hereof shall be binding on seller unless made in writing by an officer or authorized representative of Seller. In the event of conflict between Buyer's purchase order and the terms hereof the latter shall control.