

STANDARD TERMS & CONDITIONS

1. QUOTATIONS & PUBLISHED PRICES

Quotations will expire 30 days from date of issue unless otherwise stated and are subject to revision within that period with notice. Published prices and other literature issued by the Company are not unconditional offers to sell and are subject to change without notice.

2. TAXES

The Company's prices do not include any applicable sales, use, excise or similar taxes. Any taxes the Company is required to pay will be added to each invoice or billed separately unless a valid certificate of exemption is on file with the Company.

3. TERMS OF PAYMENT

Standard terms are 1/2% 10 days, NET 30 for approved accounts. Amounts past due are subject to a 1.5% service charge per month.

4. FOB

Shipments are FOB shipping point unless the order and items qualified for freight allowance as provided for in the appropriate discount sheet. Any order shipped partial at the customer's request, for whatever reason, which does not meet the applicable freight allowance criteria, will be subject to standard freight charges. The buyer is responsible for filing any claims against the carrier for shortages or items damaged in transit.

5. ORDERS

Verbal orders are requested to be confirmed via FAX or US Mail prior to shipment. Disputes regarding quantities, items, prices, method of shipment and or destination will be honored **only** if confirmation of the applicable order is received by the factory prior to shipment. All priority shipments (*i.e. Fed Ex Priority, UPS Red, UPS Blue, etc.*) must be confirmed by FAX or EMAIL and must include either the Customer's or Receiver's account number with the carrier. PPD and ADD billing option is not available on priority shipments.

6. MINIMUM ORDERS

All orders are subject to a minimum charge as defined in the applicable discount schedule (*this does not include freight or miscellaneous charges*).

7. CANCELLATION

Orders may be cancelled only if mutually agreed upon by the purchaser and the Company. Special orders and certain non-stock items may be subject to a cancellation charge.

8. RETURNS

Certain items may be returned within 12 months from shipment with prior written permission accompanied by applicable RGA number. **NOT ALL ITEMS** are subject to return. Credit will be issued against the original invoice or future purchases only (*i.e. no cash refunds*). All returns are subject to a 20% restocking charge and must be received in "*as new condition*". Any rework charges or original "*freight allowed*" charges will be deductible from the credit issued. All credits must be used within 12 months from date of issue.

9. WARRANTIES

COMPANY EXPRESSLY WARRANTS THE PRODUCTS MANUFACTURED BY IT AS SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IN ADDITION, THE FOLLOWING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF BUYER FOR ANY BREACH BY COMPANY OF ITS WARRANTIES HEREUNDER. The Company warrants that its products will be free from defects in workmanship and material (*if properly installed, operated and maintained*) for a period of one year from date of purchase. The Company will, at its option, either repair or replace any products which fails to conform to this warranty.

10. LIMITATION OF DAMAGES

The Company shall not be liable for any loss, claim, expense or damage caused by, contributed to, or arising out of the acts or omissions of Buyer or third parties, whether negligent or otherwise. In no event shall the Company's liability for any cause of action whatsoever exceed the cost of the item giving rise to the claim whether based in contract, warranty, or tort (*including negligence*). Any suit arising hereunder must be commenced within one (1) year from the date of purchase. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PENAL DAMAGES WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**