



TERMS AND CONDITIONS OF SALE

1. Notwithstanding any different or additional terms and conditions that may be embodied in Buyer's order, such order is accepted only on the condition that Buyer assents to the terms and conditions contained herein. The failure of the buyer to object hereto in writing shall constitute assent hereto.
2. Products incorporating variations from catalog items or specifications are considered special and are subject to cancellation only with Seller's concurrence. Items delivered as ordered may be returned unused for credit only Seller's acceptance and such accepted returns are subject to a restocking charge.
3. All quotations and sales are ex works point of shipment unless otherwise expressly stipulated. The risk of loss or destruction of or damage to the product shall be on the Buyer from and after delivery of the product to the Buyer or Carrier, whichever occurs first.
4. Seller reserves the right to correct typographical errors.
5. Special boxing, crating, skidding, and other similar special treatment will be at Buyer's cost.
6. Delivery is subject to delays occasioned by strikes, emergency conditions, fires, floods, accidents, and other causes beyond Seller's control including delivery of raw material in transit.
7. Seller shall not be liable to Buyer for any loss or damage suffered by the Buyer, directly or indirectly, as a result of Seller's failure to perform or delay in performing any obligation under this order whether such failure or delay is caused by labor troubles (including, without limitation, strikes, slowdown, and lockouts), civil disturbance, Government regulations, inability to obtain or revocation of export or import licenses, interruptions of or delay in transportation, material shortages, power failures, accidents, or other causes of like or different character beyond Seller's control.
8. No claims will be allowed for material mutilated by Buyer or damaged in transit.
9. In no case will Seller's responsibility extend to apparatus, material, or products not made by it or for service for which unit is not designed or specified by Seller.

10. Seller warrants that the products of Seller's own manufacture supplied hereunder will be of the kind and quality specified on the face hereof and that the products are free from defects in material and workmanship under normal and proper operating conditions and service. For a period of three hundred and sixty (360) days from date of shipment, unless otherwise specified on acknowledgments, quotations packing slips or invoices, defective products will be replaced or repaired at Seller's option, but Seller shall not be liable for any other loss, damage or expense, including consequential damages to persons, property or business, directly or indirectly, arising from the condition or use of the products or from any other cause, the exclusive remedy against the Seller being to require the replacement or repair of the defective products. Products made by other manufacturers are warranted only to the extent of the original manufacturer's warranty to Seller. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR OR UNUSUAL PURPOSE, OR OTHERWISE, AND ANY AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM ANY CONTRACT MADE. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED, ORAL, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
11. Seller shall not indemnify and hold Buyer harmless from and against demands, claims, suits, losses, or liability for or on account of any injury or damage received or sustained by any person or persons by reason of any act or omission on the part of Seller, its employees, agents, or misrepresentatives in connection with or arising out of the furnishing of the products or materials described herein, and Seller takes exception to and hereby objects to all hold harmless and indemnity provisions, either express or implied, set forth in Buyer's order.
12. Descriptions of materials specified in this order are controlling and references to plans and specifications are for means of identification only.
13. No back charges for labor performed or material furnished by others shall be made against Seller, unless such labor is performed or materials furnished on Seller's written order.
14. Unless expressly otherwise stated herein, this order does not include sales, use, business and occupation taxes, or any other national, state, or local taxes levied on the privilege of furnishing the materials and/or labor covered by this order, the material itself, or any other work which is to be performed.