



## TERMS AND CONDITIONS OF SALE

**ACCEPTANCE AND ENTIRE CONTRACT-** This Sales Order and/or Invoice, includes these Terms and Conditions (hereinafter referred to in its entirety as the Contract) and shall constitute the Contract between Seller and the purchaser named on the face of the Sales Order and/or Invoice (Buyer) with respect to the products to be supplied hereunder (Products) and shall specify the full understanding of the parties hereto and shall set forth a complete allocation of the risks between them.

**WARRANTY AND DISCLAIMER-** All Products sold by Seller are warranted by Seller to be free from defects in materials or workmanship for a period of 90 days from the date of shipment. Any Products found to be defective within the foregoing period will be repaired or replaced at Seller's option, without charge, or at Seller's further option, the sales price of the Product will be refunded provided, in all events, that the defect occurred in manufacture and not from any other cause whatsoever. This express warranty is in lieu of and excludes all other warranties, guarantees or representations, express or implied of Seller, which makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Warranty claims for defective Products must be reported immediately upon receipt of any complaint and in time to permit Seller to inspect the Products while in the installed condition. Seller at its sole discretion may reject claims for defective Products if inspection of the Products is not made in the installed condition at the job site. Technical information, recommendations and advice as to design, installation, performance and use of the Product, engineering and other matters are provided as an accommodation to Buyer and are intended only as suggestions, although they are believed to be accurate, based on Seller's best knowledge and experience, and Seller assumes no obligation or liability for any results obtained in their use or application, and they are not to be construed as establishing any warranty, express or implied. No agent employee or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning the Products, except a corporate officer of Seller who agrees to the same in writing. In no event shall Seller be liable for claims for any damages whatsoever (whether direct, indirect, immediate incidental, foreseeable, consequential or special) suffered by Buyer or anyone else arising out of any breach by Seller under this Contract.

**PRICES-** Prices and other terms of sale are either stated in Seller's current price sheets or signed written quotes and are subject to change without notice. Unless a contrary provision appears within a current price sheet or quote, prices may be withdrawn without notice at any time. Stenographic or clerical errors are subject to correction. Orders will be shipped and invoiced in effect at the time of shipment.

**TERMS OF PAYMENT-** Except as otherwise stated on the face hereof, all charges are due and payable in full within thirty (30) days from the invoice date stated on the attached. A one and one-half (1-1/2%) percent service charge per month will be added to all past due balances, which is an annual rate of eighteen (18%) percent per annum. In the event Buyer is in default of payment, or otherwise in breach of contract, or in bankruptcy or insolvency, or if Buyer makes an assignment for the benefit of creditors, Buyer's entire outstanding indebtedness shall become immediately due and payable in full at the option of Seller. Notwithstanding the credit terms stated on the face hereof, if the financial responsibility of Buyer shall become impaired or shall be deemed unsatisfactory by Seller for any reason, or if Buyer shall default under this Contract or under any other Contract with Seller then, upon demand by Seller, Buyer shall provide satisfactory security or advance cash payment or cash payment upon delivery (C.O.D.), and shipments may be withheld by Seller until such security or payment is received.

**ACCEPTANCE OF ORDERS-** All orders are subject to acceptance by Seller. No assignment of Buyer's rights may be made without the written consent of Seller.

**FREIGHT POLICY-** Unless other stated on the Sales Order / Invoice face, all shipments of F.O.B. factory or point of manufacture and upon delivery to the carrier, all risk of loss or damage to the Product shall be upon Buyer who shall have the responsibility to file claims against their carrier. Special insurance for any shipment is the responsibility of the Buyer.

**DELAYS-** Any shipment date specified on the face hereof is approximate and is not a guarantee of a particular day of delivery. Unless no circumstances shall Seller is liable for failure to deliver or delay in delivery occasioned in whole or in part by reason of force majeure, fire, flood, explosion, accident, strike, shortage of labor or other labor difficulty; inability to secure parts and materials; acts of God, or other causes or circumstances. Seller shall have the right to extend the date of delivery for reasonable period of time after the period of delay. During any period of shortage due to any of said causes, Seller shall have the right to allocate its available supply of Product among its customers, under this or other contracts, in such manner as it may deem fair and practicable. Buyer is not relieved from accepting delivery at the agreed price when the causes interfering with delivery are removed. If delivery is in installments, delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries.

**REMITTANCES-** All accounts are payable in United States funds, free of exchange, collection, or any other charges.

**PARTIAL SHIPMENTS AND PAYMENT-** Seller reserves the right to make partial shipments from time to time and to render invoices therefore which shall be due and payable as provided in said invoices and in the paragraphs above entitled "Terms of Payment". If the Buyer becomes overdue in any such partial payment, Seller shall be entitled to suspend shipments and production and/or avail itself of other legal remedies.

**TAXES AND OTHER CHARGES-** In addition to the price stated on the face hereof, the amount of any sales, use, occupancy, excise or other tax of any nature, federal, state or local, and other charges, now or hereafter levied, for which Seller is legally liable, either initially or through failure of payment by Buyer, shall be added to the price quoted and Buyer agrees to pay the same to Seller on the same payment of terms and conditions as apply to prices set forth on the invoice.

**SHORTAGES AND DAMAGES IN TRANSIT-** Claims for shortages must be made within ten days after receipt of shipment but loss or damage to Products in transit is the responsibility of Buyer.

**CHANGES, CANCELLATIONS, AND SUSPENSION-** This Contract is subject to change, cancellation or instructions to delay delivery only upon receipt, in advance of shipping of written notification by Buyer and consent by Seller.

**RETURN OF MATERIAL-** No products sold by Seller may be returned without Seller's written consent. All Products returned are subject to a handling charge plus freight in both directions and charges for any required reconditioning, unless otherwise specified in writing by Seller.

**GOVERNING LAW-** The contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

**NO WAIVER-** The failure of Seller to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of the contract or to exercise any right there under, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenant or condition or the future exercise of such rights, nor shall it be deemed to be a waiver or relinquishment of any other term, covenant, or condition or the exercise of any other rights under this Contract.

**PURCHASER'S ACCEPTANCE OF ABOVE TERMS AND CONDITIONS-** Any of the terms and conditions of Buyer's purchase order which are inconsistent with terms and conditions hereof shall not be binding on Seller and shall not be considered applicable to the sale or shipment of Product referred to herein. Unless Buyer shall notify Seller in writing to the contrary promptly after the receipt hereof by Buyer, acceptance of these Terms and Conditions of Sale by Buyer shall be indicated, inferred and deemed to have been made and in the absence of such notification these terms and conditions of sale shall be (unless otherwise specifically agreed to in writing by an officer of Seller) the sole terms and conditions governing any purchases and sales contract entered into between Seller and the Buyer. No Course of prior dealings or usage of the trade shall be relevant to give particular meaning to or to supplement or qualify any of these Terms and Conditions

**NONASSIGNABILITY AND SEVERABILITY-** Neither this Contract or any interest or obligation hereunder shall be assignable or transferrable by Buyer, in whole or in part, without the prior written consent of Seller. If any provision or paragraph of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect the enforceability of any other provision paragraph of this contract.