

The items described in this document provided by Coilmaster Corporation (Seller), are hereby offered for sale at prices to be established by Seller. This offer and its acceptance by any customer shall be governed by all of the following Terms and Conditions and are valid for 30 days. Buyers order for any item described in its document, when communicated to Seller verbally, or in writing, shall constitute acceptance of this offer.

- 1) **PAYMENT.** Unless otherwise provided payment terms are net 30 from invoice date. Accounts not paid within 30 days from which invoices are rendered are subject to interest charges. Interest will be charged at the per annum rate of 18% or the maximum rate allowable by law, beginning on the first of the month following the date on which payment is due. If Buyer fails to make payment in accordance with this paragraph and the applicable invoice(s), Seller reserves the right to defer or discontinue further shipments to Buyer under this or any other contract until payment is made. Buyer is liable to Seller for any collection fees that Seller incurs in an attempt to collect on Buyer's past due accounts.
- 2) **TAXES.** Any tax or taxes now or hereafter under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing use, consumption or transportation of the products specified (except income taxes), shall be for the account of the Buyer and, if paid or required to be paid by Seller, the amount thereof shall be added to and become part of the price payable by Buyer.
- 3) **LIMITED WARRANTY AND TOLERANCES.** The sole and exclusive warranty which Seller makes with respect to the products sold is that they shall conform to the description on the face of this invoice, shall be equal to the fair average quality of such products of Seller and shall be produced in accordance with Seller's standard manufacturing procedures, subject to Seller's standard tolerances for variations including those of quality. Seller makes no other warranty express or implied as to the products sold hereunder. **Seller warrants against defect in materials and workmanship in products which it manufactures for one (1) year from date of shipment, when properly installed and operated under normal use. The warranty does not apply to products that have been subject to misuse (including use in a manner inconsistent with the design of the product), abuse, neglect, accident or improper installation or maintenance, or to products that have been altered or repaired by anyone other than Coilmaster or its authorized representative. This warranty does not include any labor or other charges outside of the Seller's factory for replacement or repair of defective product. Warranty shall not be construed to cover the cost of removal or installation of product. Seller's only liabilities under this warranty, or otherwise, shall be the repair or replacement (at Seller's option) of non-conforming goods or parts, not to exceed the original cost of the product.**
- 4) **LIMITATIONS OF LIABILITY, SELLER SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES OR EXPENSES WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES OF ANY KIND WHATSOEVER, SELLER'S TOTAL LIABILITY WHETHER ARISING FROM OR BASED ON CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY, OR ANY OTHER CAUSE OR BASIS WHATSOEVER, IS STRICTLY LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS INVOLVED.**
- 5) **FORCE MAJEURE.** Seller will not be responsible for any failure or delay in the performance of orders or in delivery of shipment of goods or for any damages suffered by Buyer by reason of such failure or delay when such failure or delay is directly or indirectly caused by or in any manner arisen from Acts of God, wars, riots, fires, explosions, breakdowns or accidents, strikes, lockouts, or other labor difficulties, lack or shortages of labor, materials, utilities, energy source, or transportation facilities, delays of carriers, compliance with governmental rules, regulations, priorities, allocation or other governmental requirements, any other like causes, or any other unlike causes beyond Seller's reasonable control. The foregoing shall be in addition to and not in limitation of any excuses for nonperformance available to Seller under the Uniform Commercial Code or any other applicable law. In the event Seller is excused from performance under any of the foregoing provisions or applicable law, Seller has the further right, notwithstanding any provision of the order to the contrary, at its option, to either allocate its available goods between itself and its customers in such manner as Seller may consider equitable, or cancel the remainder of the order.
- 6) **DELIVERY DATES.** All delivery dates are approximate and Seller shall not be responsible for any damages resulting from any delay. Delivery shall be F.O.B. Seller's Plant unless otherwise agreed in writing. Unless otherwise stated, Seller may exercise its judgment in choosing the carrier and means of delivery. Any claims for damage or shortage in transit when goods are shipped by common carrier must be filed by Buyer against the carrier. Claims for factory shortages are waived by Buyer unless made in writing to Seller within ten (10) days after receipt of goods and accompanied by reference to Seller's bill of lading and sales order number. No deferment of shipment at Buyer's request beyond the respective dates indicated will be made except on terms that will indemnify, defend and hold Seller harmless against all loss and additional expense. Buyer shall be responsible for any additional shipping charges incurred by Seller due to Buyer's acts or omissions.
- 7) **TERMINATION.** In the event of cancellation or termination by Buyer of this order or contract before completion thereof, for any cause other than breach thereof by Seller, Buyer shall pay to Seller, promptly upon receipt of invoice from Seller,
 - a) Contract price for all products which have been completed prior to receipt of termination,
 - b) All actual charges made or incurred by Seller in connection with the uncompleted portion of the order as determined by Seller's normal accounting practices. Such charges shall include overhead and cost of material in process or purchased for processing the order, which materials shall belong to Buyer after payment, and
 - c) Cancellation charges, if any, payable by Seller on account of its commitment made pursuant to the order of contract.
- 8) **GOVERNMENT REQUIREMENTS.** Any provisions required to be included in a contract of this type by any applicable federal, state or local law or ordinance of governmental rule, regulation, order, or other governmental requirement shall be deemed to be incorporated herein.
- 9) **RETURNED GOODS.** Goods may not be returned except by permission of an authorized official of Coilmaster. Material returned without prior authorization by Seller shall be at Buyer's risk and expense with no liability to Seller.
- 10) **PATENTS.** If any goods shall be manufactured to meet Buyer's specifications or requirements and are not a part of Seller's standard product offering. Buyer agrees to indemnify and hold harmless Seller from any and all damages, claims and demands for actual or alleged infringement of any United States or foreign patents because of manufacture or sale of such goods.
- 11) **ENTIRE AGREEMENT.** No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify these terms or conditions, whether contained in Buyer's purchase or shipping release forms; or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller's authorized representative. All proposals, negotiations, and representations if any, made prior hereto or concurrently herewith are merged herein. The captions to the foregoing clauses are informational only and of no legal force and effect. No person, agent, or dealer is authorized to give any warranties on behalf of Seller or to assume for Seller any other liability in connection with any of the Seller's products.