

CONDITIONS OF SALE

1. Sales are expressly made subject and limited to all terms and conditions set forth below. Acceptance of the goods described in our Proposal shall be deemed acceptance of these terms. This agreement shall supercede any and all terms and conditions stated on Buyer's purchase order, if any.

2. It is agreed that payment of the purchase price shall be made at the time of, or prior to, delivery of the goods. Such payment shall be made in cash, by check or credit card approved by Seller. If payment of the purchase price is deferred for any reason beyond the delivery date, **a finance charge of 1 1/2 percent per month (18 percent per year) will be applied to all accounts not paid within 30 days of the date of delivery. Down payments must be received before terms of delivery commence. Final payments must be received within 10 days of startup or 30 days of delivery. If not the finance charge will be applied.** Buyer hereby grants to Seller a security interest in the goods including any product or equipment into which the goods become assembled or commingled.

3. Unless otherwise agreed in writing, all sales are final.

4. Buyer shall have the right to examine the goods covered by this agreement on their arrival at a place designated by Buyer. Within five business days after such arrival, Buyer must give notice to Seller by certified or registered mail of any claim for damages on account of the condition, quality, or grade of the goods, and must specify the basis of the claim in detail. Buyer's failure to comply with these provisions shall constitute irrevocable acceptance of the goods, and bind the Buyer to pay the contract price for the goods. **THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE EXPRESS WRITTEN WARRANTY GIVEN BY THE MANUFACTURER OF SUCH GOODS, AND BUYER'S SOLE AND EXCLUSIVE RIGHTS AND REMEDIES SHALL BE LIMITED TO SAID WRITTEN WARRANTY GIVEN BY THE MANUFACTURER. SELLER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OF THE GOODS, OR OF THE FITNESS OF THE GOODS FOR ANY PURPOSE.**

5. Buyer acknowledges that Buyer is making this purchase after, and in complete reliance upon, Buyer's full and entire inspection of goods to be sold under this agreement, and not by reason of any representation made by or on behalf of Seller as to the merchantability, specific attributes, or otherwise, of such goods.

6. If Seller fails to deliver the goods as required by this agreement, or repudiates this agreement, Buyer's sole and exclusive remedy and damages shall be the difference between the market price of the goods at the time when Buyer learns of the breach and the contract price. Buyer waives all incidental and consequential damages.

7. It is agreed that in no event shall Seller be held responsible or liable for any loss, damage, detention or delay caused by fire, strike, civil or military authority, insurrection or riot, or explosion or other such occurrence as are usually termed "acts of God" or for delays caused by events or circumstances which are unforeseen and/or beyond the Seller's control. In no event shall Seller be liable to Buyer for any consequential damages.

8. Buyer hereby represents and warrants that any goods made to Buyer's specifications do not violate or infringe upon any patent/copyright. Buyer assumes liability for and agrees to indemnify and hold Seller harmless from any actions for patent or copyright infringements when goods are made to Buyer's specifications.

9. Should any dispute arise concerning the terms and conditions of this agreement or any sales made pursuant hereto, including but not limited to the collection of the purchase price of any materials purchased hereunder, the prevailing party shall be entitled to an award of a reasonable attorney's fee.

DISCLAIMER

PLEASE NOTE: To the extent that any purchase order or any other document regarding this sale contains language purporting to require Seller to indemnify and/or hold Buyer harmless in connection with any loss which Buyer suffers or allegedly suffers as a result of this sale, any such language is hereby objected to, disclaimed, and shall be of no force or effect whatever.