

## C.A. BRIGGS COMPANY – TERMS AND CONDITIONS OF SALE

1. **PRICES, TAXES AND TRANSPORTATION (INSURANCE):** All prices are F.O.B. point of original shipment. Risk of loss shall be upon the BUYER upon delivery of the Products to carrier at the point of the original shipment. Unless specifically and separately itemized, the price does not include other charges, such as transportation charges, insurance charges, any present or future sales, use, occupation or other tax which may be imposed on this transaction, all of which shall be paid by the BUYER. Unless otherwise directed by the BUYER at the time of the order, SELLER will purchase insurance on all shipments of the Products at the full value thereof and the charges therefore amounting to less than \$10.00 net billing value of Product will be billed at \$10.00 plus an applicable additional cost provided herein.
2. **PAYMENT:** Net payment is to be made within thirty (30) days from the date of invoice if open account terms are extended. BUYER'S credit will be established at time of order; and if other than open credit is extended by the SELLER, BUYER will be so notified and payment shall be made in accordance with the terms so notified. SELLER'S obligation to ship and to sell shall at all times be subject to continued acceptability to SELLER of the BUYER'S credit, and SELLER shall have the right when such becomes unacceptable to require payment on delivery, or in case of specially manufactured Products, before manufacture, and in such cases BUYER shall be obligated to so pay. Payment of the purchase price made after the time specified herein is subject to a late payment charge of one and one half percent (1 ½%) per month.
3. **COLLECTION:** BUYER shall pay any and all collection fees and reasonable attorney's fees incurred by SELLER in collecting payment of purchase price and any other amounts for which BUYER is liable hereunder; including one and one-half percent (1 ½%) per month of balance due until paid in full.
4. **SPECIALLY MANUFACTURED PRODUCTS:** In the case of specially manufactured products, if scheduled shipment is postponed at the request of BUYER after manufacture has commenced, payment will be due on notice from SELLER that the Product are ready for shipment. Pro rata payments shall be made for partial shipment upon request of SELLER.
5. **DELIVERY, METHOD OF DELIVERY:** The SELLER will make every effort to maintain a promised shipping date, but because of many factors beyond the SELLER'S reasonable control, the promised shipping date is not guaranteed. SELLER shall not be liable for delays or failure to deliver or loss or damage occasioned by labor trouble, fires, flood, natural causes, inability to obtain materials, shipping space breakdowns, delays of carriers or suppliers, governmental acts or regulations, accidents, acts of God and any other causes of like or unlike nature beyond the SELLER'S control. The SELLER accepts no liability for penalties or damages for delayed shipments, if any, Excusable delay in delivery of partial quantities shall not relieve BUYER of obligation to accept remaining deliveries. Unless otherwise specified the method of delivery and routing shall be at the SELLER'S discretion.
6. **CLAIMS FOR LOSS OR DAMAGE:** All claims for loss or damage in transit must be made by the BUYER directly to the carrier or the insurer if the Products were insured hereunder. All claims for shortages (except those caused by the carrier) or incorrectly shipped items must be made to SELLER within seven (7) working days from receipt by BUYER of shipment and failure to make such claim shall constitute an acceptance of the Products as shipped and as a waiver by the BUYER of all such claims.
7. **WARRANTY:** SELLER warrants to BUYER that the Products shall be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from date of delivery to the BUYER. SELLER'S sole obligations under this warranty shall be limited to the repair or replacement of any such parts or parts of the Products which may thus prove defective under normal use and service within ninety (90) days from the date of delivery to the BUYER and which the SELLER'S examination shall disclose to its satisfaction to be thus defective. Items returned under this warranty must be transportation prepaid unless otherwise agreed by SELLER. It is expressly agreed that this shall be the **SOLE AND EXCLUSIVE REMEDY** of the BUYER for any breach of warranty herein. **UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY OTHER DAMAGES OR CONSEQUENTIAL DAMAGES.**

THE WARRANTY AND LIMITS OF LIABILITY CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF SELLER, AND SELLER DOES NOT WARRANT RESPONSIBLE FOR KNOWLEDGE OF AND COMPLIANCE WITH ANY SUCH CODES. SELLER neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the Products. This warranty shall not apply to any Products which have been subject to accident, negligence, alteration, abuse, or misuse. No claim will be allowed on material damaged in transit. Expenses incurred in connection with claims for which the SELLER is not liable hereunder will be charged to the BUYER. The SELLER will not be responsible for any repair done unless such work is authorized in writing by the SELLER.

As there is so wide a variety of conditions under which the Products may operate, any greater responsibility than herein set forth cannot be assumed.

Because of the variety of installation applications and conditions, the SELLER can make no warranty or representation with respect to the compliance of the Products with the standards under the Occupational Safety and Health Act.

8. **TOOL STATUS:** Unless otherwise agreed specifically in writing, all special tools, dies, molds, jigs, or fixtures supplied by SELLER shall be SELLER'S property. Should any special tools, dies, molds, jigs, or fixtures be furnished by BUYER, they shall be held at BUYER'S sole risk and SELLER shall have a lien thereon while in SELLER'S possession to secure all indebtedness whatsoever due from BUYER to SELLER enforceable by sale or court action.
9. **RETURN OF PRODUCTS:** None of the Products may be returned for credit without prior written authorization from the SELLER and only upon the conditions specified in any such authorization.
10. **CANCELLATION:** Written consent of SELLER must be obtained for the cancellation or modification of any order and any such cancellation or modification will be only pursuant to the conditions specified in any such consent.
11. **MISCELLANEOUS:** There are no agreements or representations, verbal or otherwise, outside of this contract. This contract, which has been accepted by SELLER at its home office, has been accepted only upon the terms and conditions herein which shall prevail over any inconsistent terms of any order. This contract shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.