



TERMS AND CONDITIONS OF SALE

1. **Acceptance:** A Purchase Order must be finally accepted by Seller to be binding. Acknowledgement, performance or commencement thereof, or shipment (of any part) of a Purchase Order ("Order") constitutes unqualified acceptance by Buyer of all terms, conditions and provisions without reservation.
2. **Variance from Terms and Conditions:** The terms and conditions set forth herein shall supersede any and all other purchase orders, memorandums, contracts or agreements communicated or exchanged between the parties. Further, no terms or conditions in any sales form issued by the Buyer shall bind Seller or constitute a variance, modification, alteration or addition to any of the terms, conditions and provisions contained in an Order or be a waiver or exception thereto unless specifically agreed in a separate written instrument by an authorized representative of Seller, who must be a director level manager or officer.
3. **Delivery:** Shipment and delivery dates are estimates only, and are not guaranteed. Delivery is subject to any and all requisitions, priorities, allocations, restrictions or controls now or hereafter established by any governmental entity. Seller will not, however, be liable for damages caused by delays in delivery or failure to perform if such a delay or failure is due to acts of God, fire, strikes, terrorism, war, epidemics, material shortages or any other cause beyond Seller's control and without fault or negligence on its part, provided Seller promptly notifies Buyer in writing upon discovery of the delay.
4. **Prices:** Prices as quoted by Seller are subject to Seller's adjustment to prices in effect at time of acceptance of Order. Seller's quotations are not offers subject to Buyer's acceptance, but are information upon which the Buyer may base an Order. Unless otherwise stated, prices are valid for thirty (30) days from the date of the quotation. On sales made subject to freight allowances, such allowances will be limited to actual weight, and in the event of any increase or decrease in freight rates a corresponding charge or credit will be made. All taxes imposed on the manufacture, sale or delivery of any products ordered, including any increase of such taxes, shall be charged to the Buyer in addition to the prices set forth in Seller's quotations.
5. **Payment and Credit:** Standard payment terms are net thirty (30) days, FCA Factory (domestic U.S.) or CPT (international). Any changes to said terms must be approved in writing by an authorized representative in Seller's credit department. If credit has not been established prior to an Order, Seller reserves the right to require payment, or the issuance of an irrevocable letter of credit, before shipment. Seller may alter or suspend credit, refuse shipment or cancel an unfilled Order if Buyer's financial condition warrants. If Buyer, in good faith, disputes the amount of any invoice or any part thereof, Buyer will notify Seller as to the amount Buyer concedes to be correct. Only the Payment of the portion of the disputed items may be withheld; the undisputed amount should be paid according to payment terms on the invoice. The parties will endeavor to settle at the earliest possible date any invoicing matters in dispute. In the event that Seller retains an attorney or a collection agency to pursue past due accounts, Buyer shall be liable for all costs of collection, including all reasonable attorneys' fees and costs. Interest at the lawful maximum rate will be charged on all past due items.
6. **Minimum Order:** Seller's minimum charge for any order is \$100.00.
7. **Intellectual Property:** Seller owns brands, trademarks, patents, designs, and copyrights ("Intellectual Property") relating to Seller and/or its' products, and no right or license is conveyed in any Intellectual Property by Seller to Buyer in conjunction with an Order. In the event that Buyer refers to brands of the Seller or its affiliates, Buyer agrees to do so only in connection with the use or sale of products delivered to Buyer pursuant to an Order. A grant of a worldwide license may be provided by the Seller to the Buyer upon written request and approval by an authorized representative of Seller, who must be a director level manager or officer.



8. **Indemnification:** To the fullest extent permitted by law, Buyer shall defend, protect, indemnify and hold harmless Seller and any other related or affiliated entities, its officers, directors, employees, subsidiaries, successors, assigns and customers from and against any and all claims, liabilities, damages, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including attorneys' fees and consequential and incidental damages) arising out of personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, that are in any way connected with any act or omission of Buyer, its agents, employees, or subcontractors. Buyer's obligations under this Section shall survive the termination, revocation or expiration of this Order.
9. **Patent Infringement:** If drawings or specifications of Buyer provided to Seller are at any time the subject of a claim for infringement of a patent or trademark, Seller will in no way be responsible for any claims or damages resulting from such infringement.
10. **Inspection:** All products must be inspected by Buyer promptly upon receipt and any claims for shortages in deliveries must be made by Buyer in writing to Seller within ten (10) calendar days of delivery of products.
11. **Warranty:** Products manufactured by Seller are warranted to be free from defects in material and workmanship for one (1) year from date of shipment when the products and their component parts are properly installed and maintained under normal use and service and in accordance with the provided Seller installation and maintenance instructions, and have neither been tampered with nor modified during the warranty period. The foregoing warranty may not be assigned, transferred, sold or alienated in any other way and extends only to the original purchaser. Certain products qualified in Seller's Fire Suppression Systems are warranted for sixty (60) months from date of shipment under the same terms set forth above, however, any such additional warranty must be specifically set out and qualified by Seller. Seller will pass through to Buyer any original manufacturers' warranties for products and components not manufactured by Seller. SELLER MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED AND EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Exclusive Remedy:** Buyer's sole and exclusive remedy during the warranty period, unless varied by written agreement with Seller, is that Seller will, at Seller's option, repair or replace any defective part manufactured by Seller which is returned to Seller within ninety (90) days of discovery of the defect.
13. **Limitation of Liability:** In no event shall Seller be liable for incidental, indirect, special or consequential damages including but not limited to lost profits and labor charges, regardless of whether Seller was informed about the possibility of such damages and in no event shall Seller's liability exceed an amount equal to the specific purchase order value.
14. **Cancellation/Termination of Order:** If Buyer cancels an Order that is placed with and accepted by Seller, Buyer shall pay all costs, expenses, losses and damages incurred by Seller including administrative and engineering expenses. Buyer also agrees to pay a cancellation charge.
15. **Return of Product:** No products may be returned to Seller without Seller's prior written consent and a completed Material Return Authorization form; Seller's shipping instructions are required. A restocking fee may apply.
16. **Anti-Kickback Act:** Buyer warrants that it is in full compliance with the provisions of the Anti-Kickback Act of 1986 (41 USC 51-58), and hereby agrees to indemnify and hold Seller harmless from any liability resulting from Buyer's failure to comply with such provisions.



17. **Deliberate Malpractice Prevention:** Activities under an Order may be within the jurisdiction of the United States Government or an agency or entity thereof. Any knowing and willful act to falsify, conceal, or alter a material fact, or any false, fraudulent, or fictitious statement or representation in connection with the performance of work under an Order may be punishable as a felony under federal statutes.
18. **Compliance with Import/Export laws:** Both parties will cooperate to effect compliance with all applicable U.S. export and/or import regulations. Neither party will export or re-export, directly or indirectly, any product, software or technical data provided under an Order, or the direct product of such software or technical data, to any country without first obtaining any required U.S. government approvals or licenses. In addition, the parties agree to comply with all applicable local country export and/or import laws and regulations of the country(ies) of procurement, production, and/or destination of the product. Buyer further agrees that any products purchased pursuant to an Order shall be exported from the U.S. in accordance with the Export Administration Regulations. Buyer further agrees not to export, re-export, divert or transfer the products: into, or to a national or resident of any country to which the United States has embargoed goods; to anyone included in the U.S. government List of Specially Designated Nationals, the Table of Denial Orders, the Entity List; to anyone involved in the manufacturing and proliferation of weapons in violation of U.S. applicable laws. By buying and/or using the products the Buyer is representing and warranting that it is not located in, or under the control of, or a national resident of, any such country, or on any such lists, or involved in any such activity. The parties understand and agree that the foregoing obligations are legal requirements and that they shall survive any termination of an Order.
19. **Miscellaneous:** While on Seller's facilities, Buyer, its agents, employees and subcontractors shall comply with all of the Seller's safety and security rules and regulations as communicated either orally or in writing. Access to Seller's premises/property/worksites requires approval by Seller in advance; such approval may include the execution of a nondisclosure and confidentiality agreement. Buyer shall obtain at its own expense and, when requested, provide Seller with proof of insurance coverage satisfactory to Buyer for Worker's Compensation, property damage, personal injury, employer's liability and/or other applicable insurance.
20. **Applicable Law/Acceptance of Jurisdiction:** An Order shall be construed in accordance with the laws of Missouri. In addition, when acknowledgement has been signed and returned by Buyer or upon commencement of complete or partial performance by Buyer, the Buyer thereby agrees to accept the jurisdiction of any competent court in the County of Jackson, State of Missouri, or the United States Federal District Court for the Western District of Missouri to adjudicate any dispute which the Buyer and Seller are unable to amicably resolve relating to the interpretation of and/or performance under an Order.
21. **No Waiver:** Seller's failure to enforce at any time any of the provisions of an Order, or any rights in respect thereto, or to exercise any election herein provided, shall in no way be considered to be a waiver of the right to thereafter enforce such provisions or rights or exercise any subsequent elections. Any and all of the rights and remedies conferred upon Seller under an Order shall be cumulative and in addition to, and not in lieu of the rights and remedies granted by law.