

H&H Sales Associates, Inc., Terms and Conditions of Sale

H&H Sales Associates, Inc. is a manufacturers' representative for the various suppliers, heretofore known as Sellers, quoted in this proposal. Acceptance of H&H Sales Associates, Inc.'s proposal is deemed to be acceptance of the terms and conditions set forth below notwithstanding that they may be an addition to or different from those contained in your order. Acceptance by you of any of the material covered by this order or failure to give notice of objections to any of the terms set forth herein within ten (10) days of the date hereof shall be deemed to be assent by you to these terms and conditions. It is understood and agreed that the terms and conditions contained herein constitute the complete and exclusive statement of those terms and supersedes all prior communications between the parties with respect to the equipment described on the reverse side hereof.

Delivery

Deliveries shall be made FOB Seller's factory. Title (subject to any lawful reservation of Seller's security interest) and risk of loss shall pass to the Buyer upon delivery at FOB point.

All estimated lead or shipping times are computed by receipt from the Seller of all details pertaining to the order essential to its proper execution and where applicable, the Buyer's release of the materials for fabrication and shipment. Lead or shipping times are approximate only, and the SELLER SHALL NOT BE HELD LIABLE FOR ANY LOSS, DETENTION OR DELAY CAUSED BY FIRE, STRIKE, CIVIL OR MILITARY AUTHORITY, and INSURRECTION OR RIOT. By FAILURE TO SECURE THE MATERIALS FROM USUAL SOURCES OF SUPPLY OR ANY OTHER CIRCUMSTANCES BEYOND THE SELLER'S CONTROL WHICH SHALL PREVENT THE SELLER FROM FABRICATION AND/OR SHIPMENT IN THE USUAL COURSE OF BUSINESS. Seller is not released from making neither shipment nor the Buyer from accepting delivery when the causes interfering with the delivery have been removed.

The Buyer agrees to accept delivery of any part or all of the material upon completion of same and failure of the Buyer to furnish Sellers shipping instructions shall in no wise after the terms of payment of the Seller's invoice for the material offered for delivery. TERMS OF PAYMENT Except to the extent credit terms are expressly agreed to by the Seller in writing invoices shall be due and payable in United States funds at the time of delivery. In case of refusal or inability of the Buyer to pay the invoice according to those terms which Seller has so agreed to, the Buyer shall be responsible for all additional expenses incurred for freight, express, storage, handling, demurrage or other expenses reasonably incurred. In the event credit terms have been expressly extended to the Buyer, the Seller reserves the right to charge the Buyer interest at legal rates or other agreed upon rates on any amounts past due under said terms: and in the event the Buyer's financial responsibility in the judgement of the Seller, becomes unsatisfactory cash payment or satisfactory security may be demanded by the Seller, and in default of such cash payment or satisfactory security, deliveries hereunder may be discontinued at the option of the Seller and charge rendered covering the value of any unfinished articles that are being manufactured on this order or contract. In any event, if the Buyer shall be in default in any payment pursuant to this order or contract, he shall be liable to the Seller for the reasonable cost of collections, including reasonable attorney's fees.

Warranties and Limitation of Remedies for Breach of Warranty

It is understood and agreed that the Sellers warranties and liability for warranty shall be limited as provided in the Sellers' standard warranty, which shall be attached and included in the terms and conditions of sale. Sample copies of Sellers' standard warranty are available at your request. Acceptance of their warranties and limitations are and will be made, a condition of sale, Buyer agrees that his sole and exclusive remedy for breach of warranty shall be as provided in said standard warranty. It is expressly understood that these warranties are made IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE and in consideration of the express warranty herein contained. BUYER EXPRESSLY WAVES ANY RIGHT TO CLAIM OTHER WARRANTIES, EXPRESS AND IMPLIED. It is further understood that Seller's liability for breach of warranty shall be limited to the terms of the warranty and Buyer agrees that SELLER SHALL NOT, IN ANY EVENT, BE LIABLE FOR CONSEQUENTIAL DAMAGES and Buyer's remedies shall be limited to those provided herein.

Liquidated Damages Disclaimer

No provisions for liquidated damages in the event of any breach of this contract by the Seller shall apply to this sale, and any provision for liquidated damages shall be of no force and effect unless specifically agreed to by the Seller in a writing signed by an Officer of the Seller.

Indemnity

Buyer agrees that in the event that the equipment purchased hereunder is resold or incorporated in a building owned by another person or entity, Buyer will indemnify and defend Seller against any claim by such person or entity to the extent that such claim exceeds the terms of the express warranties provided hereunder. In-so-far-as H&H Sales Associates., Inc. are representatives of the seller and can not, in anyway, directly effect the fabrication both in method or substance or production time of equipment, Buyer unconditionally agrees to hold H&H Sales Associates, Inc. harmless for any delays in shipping or alterations in fabrication from the information which has been previously submitted.

Effective: 03/01/2019

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Submission Data- Plans and Specifications

Seller does not agree that its obligation for the furnishing of equipment hereunder in any manner incorporates any plans and specifications, which it has not specifically agreed to in writing. However, in the event Buyer requests certain specifications, it is understood that the Seller shall prepare and forward to the Buyer submission data representing the Seller's interpretation of any such specifications. Acceptance (or failure to object) by the job engineer, design engineer or other representative of the Buyer of such submission data shall be acknowledgement by the Buyer that such data is in complete conformity with any specifications as interpreted by the parties, and all equipment supplied hereunder will be fabricated in accordance with such submission data.

Claims

If the Buyer proposes to reject equipment on the ground that such equipment is defective or nonconforming, the Buyer shall notify the Seller of such rejection in writing within ten (10) days from the Buyer's receipt of said equipment. The Seller shall then have the option of re-inspection at the point of installation or the Seller's factory before allowing or rejecting the Buyer's claim. Failure of the Buyer to make such claim within ten (10) days of receipt of any materials or equipment shall be deemed to constitute acceptance by him of the equipment and shall be a final waiver of Buyer's right to make any inspection prior to payment for the equipment and shall also be a waiver of any claim or defect or nonconformity which reasonable inspection prior to payment could have revealed. Expenses incurred in connection with claims for which the Seller is not liable may be charged to the Buyer. No claim for expenses incurred by the Buyer will be allowed for corrective work done upon the equipment covered hereunder unless specifically agreed to by the Seller in writing signed by an Officer of the Seller. Defects that do not impair service shall not be cause for rejection by the Buyer. Except as provided under these terms and conditions, no claim will be allowed for freight damage, concealed or unconcealed, misuse, misapplied or faultily installed equipment or any liabilities, expenses or costs incurred by the Buyer with respect to this equipment including, but not limited to, liabilities, expenses or costs incurred due to obligations owed by the Buyer to other parties. Where the Buyer furnishes material, or specifies material not manufactured or normally used by the Seller and it proves defective or involves expense not contemplated by the contract, the Buyer will pay the Seller for all expenses incurred as a result of such defective materials up to the time of the discovery of the defect.

Alterations

No alterations to the equipment being supplied under this contract or specifications attached thereto, may be made without the written consent of the Seller. The Seller shall have the right to hold the Buyer liable for additional costs and expenses incurred delays in shipping by the Seller as a result of alterations required by the Buyer. Notice from the Buyer to suspend work, delay delivery or terminate this order shall entitle the Seller to payment from the Buyer for all equipment ready for shipment and all equipment within thirty (30) days of completion and for all costs, direct and indirect, incurred by the Seller on the balance of the order to the date of receipt of such notice.

Exclusion of Infringement Warranty

The Seller does not make any warranty, and no warranty shall be deemed to exist, that the Buyer shall hold the material and equipment free of the claim of any third party by way of patent infringement, trademark infringement or the like.

Fair Labor Standard

All items covered by this proposal will be produced in compliance with Fair Labor Standards Act of 1938 as amended. PRICE CHANGES AND ORDER IS SUBJECT TO PRICE ESCALATION IF NOT RELEASED BY THE CUSTOMER IN TIME TO PERMIT SHIPMENT WITHIN SIX (6) MONTHS OF THIS PROPOSAL. ESCALATION SHALL BE A PRICE WHICH IS THE LOWER OF THE NET PRICE COMPUTED ACCORDING TO SELLER'S PRICE ANNOUNCEMENT IN EFFECT AT THE TIME OF SAID SHIPMENT OR THE AGREED UPON PRICE INCREASED BY 1% PER MONTH FOR EACH MONTH PRO RATA FOLLOWING THE DATE SIX (6) MONTHS FROM SAID PROPOSAL UNTIL THE EQUIPMENT IS SHIPPED.

Payment

Terms of payment are shown on the Schedule of Payments in Seller's quotation, but if not, terms of payment are cash in full within thirty (30) days of invoice date. Progress payments are invoiced by Seller upon approval of Submittals, ordering of materials, commencement of manufacturing and final completion of manufacturing of all or any part of Buyer's order. All past due accounts will be subject to a service charge of one and one-half percent (1-1/2%) per month (or, if less, the maximum rate permitted by applicable Law). All orders and shipments at all times are subject to the approval of Seller's Credit Department. Seller may require partial or total payment in advance of production or shipment if, in the judgement of Seller, the payment terms or financial condition of Buyer does not justify other terms. If Buyer delays shipment for any reason, payments shall become due from the date on which Seller tenders shipment, and storage thereafter shall be at Buyer's risk and expense. Acceptance by Seller of Buyer's partial payments shall not constitute a release of Buyer from any balance due claimed by Seller. Buyer shall pay all Seller's Attorney fees and collection expenses in the event Buyer is in breach of the Terms of Payment or any other provision of these Terms and Conditions of Sale. Seller shall have an ongoing security interest in the goods and Buyer agrees to execute any forms requested by Seller to reflect this security interest. In addition to all other remedies, Seller may reclaim and repossess the goods. Seller does not waive its right to file a mechanics lien or bond claim under applicable State Law. Buyer irrevocably appoints Seller as its Power of Attorney to effectuate Seller's security interest in the goods.

Errors

*Stenographical and clerical errors subject to correction.

Taxes

The amount of any present or future sales or other tax, Federal, State or Local which the Seller now or hereafter shall be required to pay either on its own behalf or on behalf of the Buyer or otherwise with respect to the material covered by this proposal shall (unless such prices are expressly stated by the Seller to be inclusive of such tax) be added to the prices contained herein and paid by the Buyer.

***IF ANY PAGES OF THIS QUOTATION ARE ILLEGIBLE OR MISSING CONTACT H&H SALES ASSOCIATES, INC. UPON RECEIPT.**