

TERMS AND CONDITIONS OF SALE

Acceptance. This order becomes a contract subject to the terms and conditions set forth and incorporated herein by reference, upon commencement of performance or by delivery of goods by Seller. Any additions to, changes in, modifications of, or revision of this order proposed by Buyer are rejected unless expressly agreed to in writing by Seller. Acknowledgement of this order by Buyer by return of Buyer's form shall be deemed acceptance of this order provided that any terms and conditions different from or in addition to the terms and conditions of this order, whether or not such different of additional terms and conditions materially after this order, are hereby objected to by Seller and waived by Buyer. Failure of Buyer to object in writing to any products shipped by Seller within twenty (20) days after Buyer's receipt thereof will constitute complete acceptance of such products by Buyer.

Delivery & Passage of Title/Risk of Loss. Delivery, passage of title and risk of loss to products shipped under this contract shall be "FOB Seller's shipping point". Title and risk of loss will pass to Buyer upon delivery of the goods by the seller to the carrier or if delivered directly by Seller, upon delivery to the buyer.

Minimum Order. \$75.00 for products and/or \$35.00 for one hour of labor.

Taxes. All prices quoted and invoiced will not include any sales, use or excise taxes. Federal, State, Canadian Federal or Provincial sales, use or excise taxes will be added and billed unless valid exemption certificates are in Goodall's possession.

Terms. Net 30 days; a one and a half percent (1.1/2%) service charge will be applied to all amounts unpaid 30 days from date of invoice.

Returned Products. No products will be accepted for return without a written authorization of Seller. Products returned for restocking, with Seller's permission, will carry a minimum 15% restocking charge and be freight prepaid to Seller's designated location. All products will be subject to Seller's inspection and only products of current manufacture and in salable for condition will be accepted for credit.

Warranties, Remedies & Limitations. All products sold as first-grade products are sold with manufacturer's warranty alone and no warranty, express or implied, is made by the seller. All such products sold by the Seller are warranted to be free from defects in material and workmanship, liens and encumbrances. Any products claimed to be defective shall, upon Seller's approval, be returned to Seller as designated, at Buyer's expense. Seller will make an adjustment for material it finds to be defective either by repairing it, replacing it, or by any other suitable allowance. Whenever a warranty for a specific product provides that no adjustment shall be made after a specified period of time, Seller shall not be responsible under the terms of such warranty unless claim is made within such period of time. Seller's responsibility shall not exceed the original purchase price of the product claimed to be defective, and **IN NO EVENT SHALL SELLER BE RESPONSIBLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL**

DAMAGES. Products sold as other than first-grade products are sold without warranty, “as is”. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, ORAL OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No representative of Seller has authority to make any representation, promise or agreement, except, except as stated herein.

Price Changes & Cancellation. Prices are subject to change without notice and all such items will be billed at prices in effect at the time of shipment. Buyer will be notified of any price increases and may cancel any undelivered portion of this contract by written notice to Seller provided such notice is received by Seller not more than 10 days after Buyer’s receipt of notification of the increase. Upon cancellation, Buyer shall pay Seller (1) the contract price for all products which have been completed or are in the process of completion. (2) components or products procured by Seller from outside sources, and (3) special tooling and equipment procured for performance of this contract.

Force Majeure. Neither party hereto will be liable for defaults or delays due to Acts of God or the public enemy, acts or demand of any government, strikes, fires, floods, accidents or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party will notify the other in writing of the cause of any such delay within five (5) days after the beginning thereof.

Indemnification. (a) General Indemnification. Buyer agrees to defend, indemnify and hold harmless Seller from any loss, cost, damage, claim or expense arising from or relating to products sold under this contract, except to the extent any such loss, cost, damage claim or expense is attributed to a defect in the material or workmanship of such product caused or created by Seller or is due to the sole negligence of Seller. Without limiting the foregoing. Buyer specifically agrees to waive, with the respect to Seller and Seller’s vendor if the product is not manufactured by Seller, and to the extent permitted by law, any right Buyer may have to claim immunity or exemption from this indemnity obligation or from tort liability to Seller pursuant to any applicable Worker’s Compensation laws whether statutory, common law, or jurisprudential.

(b) Patent & Trademark indemnification. Seller agrees to indemnify Buyer against all claims, demands and liability for any alleged or actual infringement of any United States or Canadian patent by the material or articles furnished under any accepted order, provided the customer notifies Seller of any alleged patent infringement and upon request tenders Seller the defense of the claim or suit. On the other hand, Buyer, if Buyer furnishes specifications to Seller, agrees to hold Seller harmless against any such claims which may arise out of Seller’s compliance with such specifications.