

J.E. ADAMS INDUSTRIES, LTD.

STANDARD TERMS AND CONDITIONS

***Please read these terms and conditions carefully. They materially affect the party's obligations.
Seller is bargaining for and will do business only on the terms and conditions on this form.***

1. **ACCEPTANCE:** The acceptance of your order is subject to all the terms and conditions included herein. This acknowledgement supersedes Buyer's purchase order, and J.E. Adams Industries is not bound by any terms or conditions at variance with J.E. Adams Industries' terms and conditions which are included herein or stated on any packages, invoice, or technical sheets. J.E. Adams Industries' failure to object to provisions contained in the aforementioned forms shall not be deemed a waiver of the provisions of J.E. Adams Industries' terms and conditions which shall constitute the entire contract between the parties. Unless the Buyer notifies J.E. Adams Industries in writing within ten days from the date hereof of any objections to such additional and/or different terms, the buyer will be deemed to have assented to such terms. Acceptance by the buyer of delivery of any goods referred to herein without notice of objection as aforesaid will be deemed to constitute assent to such terms. A minimum order of \$50.00 exclusive of prepaid freight is required. All cancellation of order is subject to prior approval from J.E. Adams Industries.
2. **STORAGE:** All orders are subject to storage fees if not shipped within 3 weeks of completion date.
3. **SPECIAL OR CUSTOM ORDERS:** All orders for materials not normally stocked may need to be prepaid and will be charged for the incoming freight. Special or Custom Orders are not returnable.
4. **TAXES AND FEES:** Unless otherwise specified on the invoice, no manufacturers, sales, use, or excise taxes, charges or duties are included. Buyer will pay all such taxes, charges and duties. Buyer will also pay seller any collection fees and reasonable attorney's fees incurred by Seller enforcing this agreement or defending against any claiming for breach of this agreement.
5. **CREDIT APPROVAL:** Shipments, deliveries and performance of work shall at all times be subject to the approval of J.E. Adams Industries' Credit Department. J.E. Adams Industries may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to such Department.
6. **TERMS OF PAYMENT:** Subject to the provisions of CREDIT APPROVAL above, terms of payment are shown on the invoice and shall be effective from the date of invoice. All amounts are denominated in U.S. Dollars. Payments may be made by Master Card, Visa, Discover, American Express, certified check, electronic funds transfer, or company check.
7. **RISK OF LOSS; SHIPMENT:** Unless otherwise specified on the front of the invoice, all shipments are F.O.B. Seller's plant or shipping point. Risk of loss will pass to Buyer at the time the Articles are tendered for shipment. Shipping dates on any quotation, purchase order, sales acknowledgement or invoice are estimates only. Seller will use every reasonable effort to meet the estimated shipping date, subject to Buyer's prompt provision of all necessary, complete and correct plans, specifications, information and data, but seller shall not be held responsible for failure to meet such estimated date.
8. **LIMITATION OF REMEDIES AND DAMAGES:** Seller's liability and Buyer's sole exclusive remedy hereunder for any claim against Seller will be limited to repair, replacement or credit, at seller's option with respect to Articles returned to Seller at Buyer's expense within 30 days after Buyer's receipt of Article. All shortages must be reported to Seller within 3 business days of receipt of shipment. Seller will not be liable, under any circumstances, for consequential or incidental damages, including, but not limited to labor costs or lost profits resulting from the use of or inability to use the articles or from the articles being incorporated in or becoming a component of any other article.
9. **DOMESTIC RETURNS:** Return Material Authorization Numbers will be issued in the event of shipping errors, orders of wrong parts, damages in shipment, or defective parts that are still under warranty, the request for an RMA number must be made within 30 days of receipt of goods and the goods in question must be returned to J.E. Adams Industries, within 60 days of the RMA number being issued or credit will not be granted. In all cases the original invoice number and date of purchase must be supplied prior to an RMA number being issued. The RMA number can be obtained by calling Customer Service at 1-800-553-8861. The RMA number must be clearly marked on the outside of the shipping carton. A 15% restocking fee will be charged on all exchanges or replacement orders, this fee will be waived if the exchange was caused by an error of J.E. Adams Industries.
10. **SETOFF:** Seller may set off any amount due from Buyer, whether or not under this agreement, against any amount due Buyer hereunder.
11. **PRICES:** Unless specifically held open for a length of time on Seller's quotation, all prices are subject to change without notice and any unshipped balances on purchase orders will be invoiced to and paid by Buyer at prices in effect at the time of delivery. Shipment in whole or part signifies acceptance to the extent of shipment only at the prices stated on Seller's shipping invoice.
12. **WARRANTY:** All standard products from J.E. Adams are warranted for 1 year from the date of invoice for any defects in material or workmanship under normal use and service, unless otherwise specifically noted. Compressors, timers, credit card systems, digital tire inflation systems, and electronic monitoring systems are warranted based upon the manufacturers' warranty. The warranty does not cover any incidental cost incurred.