



Terms and Conditions of Sale

Standard Terms and Conditions

CONTRACT TERMS: The following Terms and Conditions shall apply to the sale of goods and/or services by Quality Conveyor Solutions, LLC (the "Company") and are incorporated into and made part of any agreement or proposal between the Company and Customer. The Company's acceptance of any order is expressly made conditional upon Customer's acceptance of the Terms and Conditions contained herein and the Company hereby rejects any additional, different or inconsistent terms, conditions or limitations contained in Customer's orders or otherwise. These Terms and Conditions may not be changed, modified or amended, in whole or in part, except in writing, signed by an officer of the Company.

PRICES: Unless otherwise agreed to in writing, prices in effect at the time of shipment of goods or performance of services shall apply. The prices of any and all goods and services shall be confidential and Customer shall not disclose such prices to any unrelated party.

PAYMENT TERMS: Unless otherwise agreed to in writing, payment is due within 30 days from the date of the Company's invoice. A service charge of 1-1/2% per month (equivalent to an Annual Percentage Rate of 18%), up to the maximum amount permitted by law, will be applied on invoices not paid on or before the due date. Customer shall be liable to the Company for all costs incurred in collecting past due amounts, including but not limited to, all court costs and reasonable attorneys' fees. If Customer disputes any invoice or portion thereof, it shall notify the Company in writing within 20 days of receipt of said invoice. All charges not timely disputed in writing shall be deemed to be undisputed and shall be due and payable as set forth above.

TAXES: Any sales, usage, excise, or other taxes which the Company may be required to pay or collect under any existing or future law with respect to the sale, manufacture, process, delivery, storage, use, consumption or transportation of any goods or services sold to Customer are the responsibility of and shall be paid by Customer. Customer shall promptly pay the amount of any such tax to the Company upon demand but may, in lieu of such payment, issue tax exemption certificates acceptable to the appropriate taxing authority.

DELIVERY; TITLE; RISK OF LOSS: All goods are sold F.O.B. shipping point. Title and risk of loss passes to Customer upon presentation of the goods by the Company to the freight carrier or, if delivered directly by the Company, upon delivery to Customer.

DELAY/FORCE MAJEURE: The Company will not be liable or held responsible for any delays or losses resulting, directly or indirectly from Acts of God, severe weather conditions, labor disputes, governmental actions, inability to obtain permits, licenses, raw materials or shipments of product, war, riots, shortages and any other circumstances or causes beyond the Company's reasonable control. If such a delay occurs, delivery or performance shall be extended for a period equal to the time lost by reason of delay.



RETURNED GOODS: Customer shall inspect all goods upon receipt and shall be deemed to accept delivery of such goods, unless notice is given to the Company in writing of any defect or non-conformity. Before returning defective or non-conforming goods, Customer must first contact a Company Account Representative (which must be within 30 days of shipment), request inspection of the goods, and follow required procedures. Customer must obtain a written Return Goods Authorization prior to returning any material. All returned shipments must be accompanied by the Return Goods Authorization.

WARRANTY/LIMITATION OF LIABILITY: Other than those specifically set forth herein, there are no warranties which extend beyond the description of the goods on the face thereof, either express or implied, and no other statement, warranty, representation or information, oral or written, shall be legally binding upon the Company or shall be the basis for reliance by Customer. No representative of the Company has authority to make any representation, promise or agreement, except as stated herein.

Sale of Goods: All goods are sold with the manufacturer's warranty alone and no warranty, expressed or implied, is made by the Company. The Company expressly disclaims and excludes any and all warranties, whether written or oral, express or implied, whether arising by contract, at law, in equity, by strict liability or otherwise, with respect to goods or services, including but not limited to, any warranty of merchantability, any warranty against defects in design, materials and workmanship, and any warranty of fitness for a particular purpose. The Company shall bear no liability or responsibility for Customer's incorrect assembly, installation or improper use of the goods or Customer's failure to maintain or inspect the goods. The Company shall not be liable for, and Customer assumes all liability for, all injury and property damage connected with the handling, transportation, or further manufacture, fabrication, modification, assembly, or processing of goods. Customer's exclusive remedy against the Company arising out of or in connection with the sale of goods shall be repair or replacement or, at the Company's sole discretion, a credit/refund of the purchase price of the goods (less a prorated service charge for services performed by the Company).

Service Work: The Company warrants that any service work performed by the Company will be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Customer shall have one year upon completion of any services in which to notify the Company of any problems with the services. If the Company is not notified of any problems within this time period, the services will be deemed to be accepted by Customer. Customer's exclusive remedy against the Company arising out of or in connection with the performance of services shall be the re-performance of the service or, at the Company's sole discretion, a credit/refund of the purchase price of the service.

Inspection Services: Any inspection services provided by the Company at Customer's request shall be provided as a customer service only and shall not be deemed to act as a warranty or approval of the Customer's installation, use, or maintenance of the goods, nor shall the Company be liable for failure to detect improper use, installation or maintenance of the goods by the Customer.



The Company's responsibility shall not exceed: for the sale of goods, the original purchase price of the goods; for service work, the fee charged by the Company for the service. In no event shall the Company be liable for special, incidental, indirect, consequential, exemplary or punitive damages, including but not limited to, lost profits or revenue, loss of use, and cost of substitute goods or services, however caused, and whether or not the Company has been advised of the possibility of such damages.

INSTALLATION AND MAINTENANCE NOT INCLUDED: Unless specifically bargained for on the face of Customer's purchase order or other purchase document, the Company shall have no duty to install or maintain the goods or material sold to Customer.

INDEMNIFICATION: Each party shall release, defend, indemnify and hold the other party, its shareholders, officers, directors, employees, agents and representatives harmless from and against any claims, demands, causes of action, judgements, proceedings, awards, damages, losses, fines, penalties, costs, expenses and liabilities caused by, arising out of or relating to, its own acts or omissions, or the acts or omissions of its shareholders, officers, directors, employees, agents or representatives. Neither party shall be liable for the other party's acts of negligence, and the Company shall have no duty to indemnify Customer for any reason not expressly undertaken elsewhere in the Terms and Conditions set forth herein.

ADEQUATE ASSURANCE: The Company reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Customer without liability to the Company in the event of: (i) Customer's insolvency, (ii) Customer's filing of a voluntary petition in bankruptcy, (iii) the appointment of a receiver or trustee for Customer, or (iv) the execution by Customer of an assignment for the benefit of creditors. The Company reserves its right to suspend its performance until payment or adequate assurance of performance is received and also reserves its right to cancel Customer's credit at any time for any reason.

SECURITY INTEREST: The Company shall retain a security interest in all goods supplied to Customer until the Company receives full payment of all amounts due and owing. The Company shall have the right to file any and all documents and take any action it deems necessary to fully establish protection of its security interest in the goods; however, the failure of the Company to file any such document shall not in any way act as a waiver of the Company's right to such security interest.

SEVERABILITY: Any provision contained herein determined to be unenforceable, illegal or invalid shall be automatically voided and shall not affect the enforceability, legality or validity of the remaining provisions herein.