

PRIME CONDUIT, INC.
23240 CHAGRIN BLVD., SUITE 405
CLEVELAND, OHIO 44122

TERMS AND CONDITIONS OF SALE

PLEASE READ CAREFULLY AS THEY AFFECT YOUR RIGHTS.

1. BUYER'S ACCEPTANCE. Following Buyer's acceptance of this invoice, no waiver, alteration or modification of these Terms and Conditions will be binding on Prime Conduit, Inc. "PCI" unless in writing and signed by an authorized employee of PCI.
2. PRICES. The products listed hereon are invoiced to Buyer at PCI's prices in effect at the time of shipment. Prices are subject to change without notice at any time prior to the shipment of the products.
3. LIMITED WARRANTY. PCI warrants its products to be free from defective workmanship for one (1) year from the date of shipment.

BUYER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS EXPRESSLY LIMITED. AT ITS SOLE OPTION, PCI MAY REPLACE PRODUCT AT DELIVERY LOCATION, REPAIR THE PRODUCT OR REFUND OR CREDIT BUYER FOR THE PURCHASE PRICE OF ANY DEFECTIVE PRODUCTS.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. PCI IS NOT LIABLE FOR THE COST OF LABOR OR OTHER EXPENSES ASSOCIATED WITH ANY PRODUCTS REJECTED BY BUYER, NOR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE TO BUYER OR THIRD PARTIES DUE TO ANY DEFECTIVE PRODUCTS OR THOSE NOT IN CONFORMITY WITH ANY SPECIFICATION.

UNDER NO CIRCUMSTANCES IS PCI RESPONSIBLE FOR ANY REPRESENTATIONS OF WARRANTY TO BUYER OR THIRD PARTIES BEYOND THAT STATED HEREIN.

4. PAYMENT TERMS. All prices are F.O.B. shipping point with freight costs being collect, prepaid or allowed and do not include local, state or federal taxes, if any. All taxes, if any, are for the account of and shall be paid by Buyer, or in lieu thereof, Buyer shall furnish PCI with tax-exemption certificates acceptable to said taxing authorities. Specific payment terms appear on the face of the PCI invoice to Buyer. All orders are subject to credit approval.
5. LATE PAYMENT CHARGES. In the event that Buyer fails to pay any PCI invoice, or part thereof, within thirty (30) days of invoice date, PCI will impose and Buyer agrees to pay a charge of one percent (1%) per month of the unpaid balance or the maximum legal interest rate applicable on unpaid accounts.
6. RETURNS. No products may be returned to PCI for credit without written consent by an authorized employee of PCI. A restocking charge may apply.
7. CANCELLATION. Buyer may cancel an order of products in stock subject to a ten percent (10%) charge. Special orders may not be cancelled.
8. INSTALLATION/TRAINING. Unless specially requested by Buyer and agreed to by PCI, no supervision of installation or training will be provided by PCI.
9. SHIPMENT/DELIVERY. PCI will ship common carrier or PCI truck. Buyer must file any claim for error in shipment, short count or for breakage of products delivered by PCI truck in writing within ten (10) days of delivery. Errors or breakage of products delivered by common carrier are Buyer's responsibility. If delivery is made by PCI truck, delivery will be made to closest jobsite point deemed feasible by PCI. Buyer is responsible for prompt unloading of trucks and/or freight cars. If delivery of products sold by PCI is delayed by Buyer more than sixty (60) days, Buyer agrees to pay PCI eighty (80%) percent of the invoice price to Buyer.
10. FORCE MAJEURE DELAY. PCI will not be responsible for any delay in performance due to acts of God, war, riot, embargoes, quarantine restrictions, supplier conditions, strikes, labor difficulties or strike, cessation of plant operations, delays in transportation, nuclear incident, shortage of rail cars, fuel, labor or material or any other cause beyond the reasonable control of PCI.
11. NOTICE TO SUBSEQUENT PURCHASER OR RE-PACKER. These products may be imported. The requirements of 19 U.S.C Sec. 1304 and 19 CFR Part 134 provide that the articles or their containers must be marked in a conspicuous place, as legibly, indelibly and permanently as the nature of the article or container will permit, in such a manner as to indicate to an ultimate purchaser in the United States, the English name of the country of origin of the article.
12. DISPUTE RESOLUTION. PCI and Buyer agree that the substantive law of the State of Ohio, without reference to its choice of law provisions, will be applicable to all aspects of this sale and to these Terms and Conditions of Sale. In the event of a dispute between PCI and Buyer, the parties agree to attempt a resolution by face to face negotiation, failing which either party may file suit against the other in the state or federal courts of Cuyahoga County, Ohio, which the parties stipulate are to have exclusive jurisdiction over any and all disputes arising from or in any way related to PCI and Buyer and this sale of products.