

## Pike Industries, Inc. (PII)- CONDITIONS OF SALE

These conditions apply to all quotations, orders and contracts

1. **CONSTRUCTION AND LEGAL EFFECT:** Our sale to you is limited to and expressly made conditional on your assent to the typed and printed terms and conditions of sale on the face and reverse side hereof, all of which form a part of this order and which supersede and reject all prior writings, representations, negotiations with respect hereto and any conflicting terms and conditions of yours, any statement therein to the contrary notwithstanding. The sending of the purchase order for the goods referred to herein, whether or not signed by you, or your acceptance of the goods or payment operates as acceptance by you of our terms and conditions of sale. We will furnish only the quantities and goods specifically listed on the face hereof the pages attached hereto. We assume no responsibility to terms or conditions or for furnishing other equipment or material shown in any plans and/or specifications for a project to which the goods quoted or ordered herein pertain or refer. Our published or quoted terms and conditions are subject to change without notice.
2. **PRICES:** Unless otherwise noted on the face hereof, prices are net, FOB carrier, our dock. Stenographic, clerical and mathematical errors are subject to correction. Until order is accepted by Pike Industries, quoted prices are subject to change without notice.
3. **DELIVERY:** Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in obtaining, or failure to deliver caused by carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials from ordinary sources, fires, floods, storms, accidents, causes designated acts of God or force majeure by any statute or court of law or other causes beyond our reasonable control. In no event shall we be liable for any damages or penalties whatsoever, whether direct, indirect, special or consequential, resulting from our failure to perform or delay in performing.
4. **SHORTAGE, DAMAGE, ERRORS IN SHIPMENT:** Our responsibility ceases upon delivery to carrier. Risk of loss, injury or destruction of property, shall be borne by you, and such loss, injury or destruction shall not release you from payment of purchase price. You shall not receipt for goods that are not in accordance with bill of lading or express receipt, without proper notation to the carrier, and you shall make claim against such carrier for any shortage damage or discrepancy in the shipment promptly. You shall inspect and examine all items and goods covered by the order when unpacking crated or boxed goods, and if damage is discovered, leave as is until the carrier's agent makes examination and notation on freight or express bill of concealed damage. We will just claims as a business courtesy, but without obligation. We do not guarantee safe delivery.
5. **TAXES:** Our prices do not include sales, use, excise, occupation, processing, transportation or other similar taxes which we may be required to pay or collect with respect to any of the materials covered hereby under existing or future law, consequently, in addition to the price specified herein, such taxes shall be paid by you, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities. You shall also assume and pay any import or export duties, with respect to the materials covered by the order, and shall save us harmless therefrom.
6. **CREDIT AND PAYMENT:** Unless otherwise noted on the face hereof, payment of goods shall be (30) days net. Prorated payments shall become due with partial shipments. We reserve the right at any time to suspend credit or to change credit terms provided herein, when in or sole opinion, your financial condition so warrants. Failure to pay invoices on maturity date, at our election, makes all subsequent invoices immediately due and payable irrespective of terms, provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices at maturity date, at our election, makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled and we shall not, in such event be liable for non-performance of contract in whole or in part.
7. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by Pike Industries are not subject to cancellation or changes in specifications; except upon our written consent, and we may require a condition of such consent, reimbursement for any cost incurred in performance of order in original form.
8. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the equipment is ready for shipment. If you fail to make payment and furnish shipping instructions we may either extend time for so doing or cancel contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.
9. **GUARANTEE:** Products, auxiliaries and parts thereof, are guaranteed for a period of one year from date of shipment against defective workmanship and material only, when properly installed, operated and service in accordance with recommendations. Replacement for items will be made free of charge if proved to be defective within such time. No claim for transportation, labor or special or consequential damages shall be allowed. Purchaser shall be solely responsible for determining suitability for use and in no event shall PII be liable in this respect. Equipment or parts manufactured by others but furnished by PII will be repaired or replaced, but only to the extent provided in the original manufacturer's warranty to PII. PII does not guarantee resistance to corrosion, erosion, abrasion or other sources of failure, nor does PII guarantee a minimum length of service. Failure of purchaser to give prompt written notice of any alleged defect under this guarantee forthwith upon its discovery, or use and possession thereof after an attempt has been made and completed by someone other than PII or an authorized representative to remedy the defects therein, or failure to return product or parts for replacement as herein provided, or failure to install and operate said products and parts according to instructions furnished by PII, or failure to pay entire contract price when due, shall be a waiver by purchaser or all rights under these representations. The foregoing guarantee shall be null and void, if after shipment from our factory, the item is modified in any way or a component of another manufacturer, such as, but not limited to, an actuator, is attached to the item by anyone other than PII personnel. All orders accepted shall be deemed accepted subject to this guarantee, which shall be exclusive of any other or previous guarantee, and this shall be the only effective guarantee or warranty binding on PII, anything to the contrary contained in the purchase order or represented by any agent or employee of PII, in writing or otherwise, notwithstanding, including but not limited to implied warranties.
10. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL PII BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, AND PII'S LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT MUST BE COMMENCED WITHIN 1 YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.
11. **APPLICABLE LAW:** The rights and duties of the parties shall be governed by the laws of the State of NY.
12. **NO OTHER CONTRACT PROVISIONS:** Terms and conditions of your order shall be without force and effect, except as they are identical herewith. No dealer, broker, branch manager, agent, employee or representative of ours has any power of authority except to take orders for our products and to submit the same to us for our approval and acceptance or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained, and these terms and conditions shall be incorporated in and become a part of any agreement between the parties with reference to purchase of our products.