



SHAW STAINLESS, LLC  
899 MOUNTAIN INDUSTRIAL DRIVE  
MARIETTA, GA 30060  
(770) 427-0402 PHONE  
(770) 422-7320 FAX

# FAX

**TO:**

**FROM:**

**FAX:**

**PAGES:** 1 of 4

**PHONE:**

**DATE:**

**RE:** CREDIT APPLICATION

**CC:**

**URGENT**       **ORDER PENDING**       **INFO UPDATE**

WE WILL PROCESS YOUR REQUEST FOR CREDIT WITH OUR COMPANY UPON YOUR COMPLETION AND RETURN OF THE FOLLOWING CREDIT APPLICATION FORM. PLEASE HAVE AN OFFICER OF YOUR COMPANY FILL OUT THE FRONT SECTION OF THE CREDIT APPLICATION, SIGN / INITIAL AS INDICATED, AND THEN RETURN VIA FAX TO THE ABOVE NUMBER. **PLEASE RETURN THE ORIGINAL WITH ORIGINAL SIGNATURES TO US AT THE ABOVE ADDRESS.**

THANK YOU,

ACCOUNTING DEPARTMENT



SHAW STAINLESS, LLC
899 MOUNTAIN INDUSTRIAL DRIVE
MARIETTA, GA 30060
(770) 427-0402 PHONE
(770) 422-7320 FAX

CONFIDENTIAL CREDIT APPLICATION

INSTRUCTIONS: THE TOP HALF OF THIS APPLICATION MUST BE COMPLETED. YOU MAY ATTACH CREDIT REFERENCES. AN OFFICER OF THE COMPANY MUST SIGN THE APPLICATION. YOU MAY FAX THE APPLICATION; HOWEVER, WE REQUEST THAT THE ORIGINAL CREDIT APPLICATION BE MAILED BACK TO US ASAP.

NAME OF BUSINESS: PHONE: ( )

MAILING ADDRESS: FAX: ( )

CITY: STATE: COUNTY: ZIP: EMAIL:

SHIPPING ADDRESS:

CITY: STATE: COUNTY: ZIP:

BUSINESS TYPE (CHECK ONE) CORPORATION ( ) PARTNERSHIP ( ) SOLE PROPRIETOR ( ) DUNS #

DATE BUSINESS STARTED OR INCORPORATED:

NAME OF OWNER(S): SALES CONTACT:

ACCOUNTS PAYABLE CONTACT: WILL YOUR PURCHASES BE TAXABLE? YES ( ) NO ( )

PHONE: ( ) Fax: ( ) EMAIL: IF NO, PLEASE ENTER SALES TAX EXEMPTION # BELOW

CREDIT LIMIT REQUEST: \$ SALES TAX # DATE:

(A SALES TAX NUMBER IS REQUIRED FOR ALL ACCOUNTS WHO DO NOT WANT TO BE CHARGED TAX - IN GEORGIA, PLEASE INCLUDE A COPY OF YOUR GEORGIA SALES TAX EXEMPTION FORM)

BANK NAME: CONTACT:

ACCOUNT # ADDRESS:

CITY: ST: ZIP: PHONE: ( ) FAX: ( )

TRADE REFERENCES: (4 REQUIRED)

FIRM: CONTACT: PHONE: ( ) FAX: ( )

ADDRESS: CITY: ST: ZIP: EMAIL:

FIRM: CONTACT: PHONE: ( ) FAX: ( )

ADDRESS: CITY: ST: ZIP: EMAIL:

FIRM: CONTACT: PHONE: ( ) FAX: ( )

ADDRESS: CITY: ST: ZIP: EMAIL:

FIRM: CONTACT: PHONE: ( ) FAX: ( )

ADDRESS: CITY: ST: ZIP: EMAIL:

By submitting this application, I / We understand that a routine credit investigation will be made, and hereby authorize Shaw Stainless, LLC d/b/a Stainless & Alloy Piping, to conduct such investigation. Payment is net 30 days from the date of invoicing and I / We understand and agree that any credit granted shall be paid promptly in accordance with Shaw Stainless, LLC's terms and agreements, that the credit grantor may add 1 1/2 % per month to any balance owed, and in the event of default, to pay reasonable collection charges and/or attorney fees. I / We further to agree to promptly, without fail, notify Shaw Stainless, LLC of any pertinent changes in ownership, address, or business status. Buyer hereby agrees that seller may use a facsimile, electronic media, or any other document between buyer and seller in lieu of any original document. All orders / contracts are subject to Stainless & Alloy Piping Terms and Conditions and are incorporated in here by reference.

SIGNATURE OF OFFICER: TITLE:

PRINT NAME OF OFFICER: DATE:

PLEASE FAX TO (770) 422-7320 AND PLEASE MAIL ORIGINAL. THANK YOU!

# TERMS AND CONDITIONS

**CONTRACT TERMS AND CONDITIONS.** The term "Seller" as used in these Terms and Conditions (form A) and in the terms and information in the Quotation and Sales Contract Order Form to which these terms and conditions are attached is identified as Shaw Stainless, LLC. d/b/a Stainless & Alloy Piping and the term "Purchaser" as used in the Terms and Conditions (form A) and in the terms and information in the Quotation And Sales Contract Order Form to which these Terms and Conditions (form A) are attached is identified in the Quotation And Sales Contract Order Form. All of these Terms and Conditions (form A) together with all terms and information in the Quotation and Sales Contract Order to which these Terms and Conditions (form A) are attached are hereinafter collectively referred to as "TERMS AND CONDITIONS." A contract (hereinafter referred to as "Contract") becomes effective between Seller and Purchaser governed by these TERMS AND CONDITIONS upon Seller's signing of the Sellers Acceptance on page (2) if the Quotation And Sales Contract Order Form to which these Terms and Conditions (form A) are attached or upon Purchaser of materials shipped by Seller to Purchaser. These Terms and Conditions constitute the entire Contract between the parties hereto, except as specifically indicated in writing signed by both Seller and Purchaser. Upon this contract becoming effective, Purchaser is deemed to have consent to these Terms and Conditions (form A) and the information and the Quotation and Sales Contract Order Form to which these Terms and Conditions (form A) are attached regarding those materials. Upon becoming effective, this Contract is binding on Purchaser and Seller and on their respective successors and assigns. Seller recognizes that Purchaser may wish to use it's own form to evidence of materials from Seller and, in such event, Purchaser shall be deemed to agree and understand that terms and conditions in Purchaser's form shall be deemed to be null and void and of no effect to contradict these Terms and Conditions and Purchaser shall also be deemed to agree and understand that these Terms And Conditions govern the relations between Seller and Purchaser.

**SELLER'S QUOTATIONS.** A proposal or quotation from Seller shall not be considered an offer, but the basis for an agreement. A contract will become binding on Seller only when in accordance with paragraph one of these Terms and Conditions (form A).

**PRICES.** All prices under this contract are F.O.B. Sellers facility in Marietta, Georgia. All prices are based on material availability and are subject to prior sale by Seller. The prices under this Contract apply only to the quantities shown on the Quotation and Sales Contract Order Form, to which these terms and conditions are attached, any changes in quantity may result in price change. Prices do not include priming of material unless specifically noted on the Quotation and Sales Contract Order Form to which these terms and conditions are attached. All prices under the contract are based on Sellers standard schedule, and no expedited rates are included. If Purchaser request that the materials to be supplied by Seller are to be provided on an expedited basis, then Purchaser shall say to Seller an amount agreed to by Seller, and Seller shall not be required to expedite manufacture or shipment of materials subject to the Contract until Purchaser has paid the expedited fee agreed to by Seller.

**PRICE CHANGES.** The prices for materials to be supplied by Seller pursuant to this Contract are subject to change by Seller without prior notice to Purchaser to adjust for changes in quantity, changes in published freight rates, changes in labor cost, changes in applicable sales taxes, and changes in prices of material. Any price changes shall be calculated by Seller on the shipping invoices and shall be subject to the payment terms contained in paragraph (9) below. Orders specifying palletizing or special packaging will involve special charges. Prices stated on the Quotation And Sales Contract Order Form to which these terms and conditions are attached apply only to the quantity of materials stated on the Quotation And Sales Contract Order Form to which these terms and conditions are attached and changes in quantities ordered by Purchaser may result in changes to the unit prices of the materials, in the sole discretion of Seller.

**TRANSPORTATION AND STORAGE.** Unless otherwise agreed by Seller in writing, all transportation cost will be the responsibility of the Purchaser. The foregoing transportation costs include, but are not limited to, all shipping charges, packing and cartage, carrier's charges for notification prior to delivery, carrier's delivery charges, demurrage charges, delay in unloading charges, diversion charges or re-consignment charges, all taxes, and insurance charges. No transportation charges for shipments outside the United States are included in the Seller's price and such charges shall be also paid by Purchaser unless expressly agreed in writing by Seller. If Seller agrees in a separate writing to bear transportation costs, Seller will select the method of shipment and routing. If any material or materials subject to this contract has to be stored after manufacture and prior to shipment for any reason, Purchaser shall pay Seller all storage charges determined in the sole discretion of the Seller.

**TAXES, FEES, DUTIES, CHARGES AND OTHER ASSESSMENTS.** Prices quoted by Seller under this Contract do not include any Federal, State or Local tax, fee, duty, charge or other assessments imposed on or measured by the purchase, delivery, sale, storage, processing, use, consumption or transportation of the materials subject to this Contract. Any Federal, State or Local tax, fee, duty, charge or other assessments imposed on or measured by the purchase, delivery, sale, storage, processing, use, consumption or transportation of the materials subject to this Contract, under any existing or future law, shall be paid by Purchaser (and where possible shall be included in Seller's invoice for payment), unless Purchaser furnishes Seller an exemption certificate acceptable to Seller evidencing Purchaser's exemption from such tax, fee, duty, charge or other assessment prior to shipment.

**INSURANCE.** Upon the request of Seller, Purchaser shall obtain and maintain policies of insurance in form and with insurance carriers acceptable to Seller, in such amounts as Seller may require insuring Seller and Purchaser against all such claims, losses, judgments, damages, costs, liabilities, charges and expenses. Purchaser shall cause Seller to be designated as an additional insured under all such policies and shall furnish to Seller such certificates from such insurance companies as Seller may request.

**CREDIT.** Seller shall extend no credit to Purchaser unless this Contract specifically provides in writing the terms and conditions of said credit or incorporates by reference credit terms from Seller's Credit Agreement. Credit terms of payment must have the approval of Seller's Credit Department and must be specified in writing on Sellers Credit Agreement and Purchaser or in the Contract. In the absence of written credit terms approved by Sellers Credit Department, all sales are for cash according to the terms set forth in this Contract.

**PAYMENT.** Specific terms of payment for this Contract are set forth on the Quotation and Sales Contract Order Form to which these terms and conditions are attached. Purchaser agrees to make payment at Sellers location specified on the Quotation and Sales Contract Order Form to which these terms and conditions are attached in lawful money of the United States and at the times specified on the Quotation Sales Contract Order Form to which these terms and conditions are attached. Purchaser further agrees to make all payments when due to Seller in accordance with the agreed terms of payment in this Contract, without reference to Purchaser's agreement with or payment by the owner and with no right of retention.

**JOINT CHECKS.** If requested by Seller, Purchaser agrees that payment for the materials subject to this Contract may be made to Seller and Purchaser by joint check from the person or entity responsible for paying Purchaser for the materials being provided pursuant to this Contract. In the event a payments are made by joint check, Purchaser agrees and acknowledges that Purchaser is only a trustee of the monies subject to the joint check and that Purchaser has not had, does not have and will not have control over the joint check or the funds subject thereto and that Purchaser is only receiving the joint check for purposes of endorsement to Seller. Purchaser agrees that any such joint check will be endorsed by Purchaser and forwarded to seller within (2) business days after Purchaser receives it. Purchaser further agrees that Seller may contact the person or entity responsible for paying Purchaser for the materials being provided pursuant to this Contract and request that that person or entity pay Purchaser and Seller by joint checks and Seller may represent to that person or entity that Purchaser consents to payments by joint checks.

**PROTECTION OF PAYMENT TO SELLER.** If at any time Purchaser's financial responsibility becomes impaired or unsatisfactory to Seller for any reason in Seller's sole opinion, Seller may stop shipment on one (1) day's notification to Purchaser. Furthermore, if at any time Purchaser's financial responsibility becomes impaired or unsatisfactory to Seller for any reason in Sellers sole opinion, then Seller may demand payment in advance or require other security satisfactory to Seller prior to any further shipments being made to this Contract and if such advance payment or other security is not provided as requested by Seller, then Seller may, in its sole discretion, immediately terminate the unfiled portion of the Contract, and Purchaser shall be obligated at that time to pay Seller for all materials provided by Seller to Purchaser for which payment has not been made by Purchaser, and for all materials manufactured and in stock or in process of manufacture by Seller to fulfill this Contract, and all materials specially ordered by Seller to fulfill this Contract for which seller must pay in full or pay a restocking charge or take delivery, unless otherwise agreed by Seller in writing.

**INTEREST ON UNPAID BALANCES.** Purchaser agrees that this Contract constitutes a commercial account subject to Official Code of Georgia section 7-4-16. Purchaser hereby acknowledges and agrees that he has received notification from Seller, in advance, and Purchaser agrees to pay interest at the rate of one and one-half percent (1 ½%) per month on all delinquent balances and such interest will run from the date of Sellers invoice to Purchaser if Purchaser does not pay Seller the full amount of the invoice within the time required on each invoice. In the event the interest rate of one and one-half percent (1 ½%) per month is deemed to be unenforceable under law, then the Seller shall be entitled to interest from Purchaser on late payments at the rate of interest permitted by applicable law.

**INSPECTION AND TESTING.** Materials subject to this Contract shall be within the limits and of the sizes published by the Seller, and subject to permissible variations and tolerances in accordance with Sellers standard practice. Seller's standard material tests are included in the Contract Price. All charges for inspections or tests not regularly furnished by Seller shall be extra to the Contract for which Purchaser is responsible to Seller and for which Purchaser shall pay Seller. All inspections and tests shall be conducted at Sellers facility. Seller shall give Purchaser reasonable notice of all tests to be performed on the materials to be sold by Seller to Purchaser. Failure of Purchaser to avail himself of inspection privileges shall be deemed a waiver of such privileges.

**INSTALLATION, MAINTENANCE AND OPERATION OF MATERIALS.** It is understood and agreed by the parties that Seller does not certify any materials supplied by Seller to be ready for use, unless Seller specifically states so in writing. Seller shall not be responsible for the installation of the materials being supplied by Seller to Purchaser or for the means or methods of such installation. It shall be the responsibility of the Purchaser and all users of the materials supplied by Seller to install, maintain and operate those materials in such a manner as to comply with safety and health laws, and with applicable plans, specifications and designs for the materials, and with all other laws, ordinances and codes.

**CLEANING AND PRIMING.** All carbon steel is to be shop primed on exterior surfaces only unless otherwise specifically stated in writing by Seller. All painted surfaces or manufactured items must be solvent cleaned prior to the application of a shop primer, unless otherwise stated in this Contract. Seller does not warrant that any manufactured materials are clean, unless specifically stated in writing by Seller.

**TITLE.** Title to materials transfer upon delivery to Purchaser at the F.O.B. point of delivery, Sellers facility in Marietta, Georgia. Upon transfer of Title, the full risk of loss and delay of the materials subject to this Contract (including transportation delays and losses) shall be the responsibility of Purchaser. Upon transfer of Title, Purchaser is responsible for proper protection of the materials, proper lighting and placement of the materials, and for compliance with all regulations, laws and ordinances, and Purchaser will indemnify Seller against all claims for personal injuries or property damage arising from the storage, use or handling of the materials.

**DELAYS.** All orders are accepted subject to Seller's ability to make delivery at the time and in the quantity specified, and Seller shall not be liable for any damages whatsoever, actual, incidental, consequential, liquidated or otherwise for failure to make partial or complete shipment or for any delay in making shipments or any other delay affecting Purchaser. Purchaser shall be liable for any added expenses or damages incurred by Seller because of Purchaser's delay in furnishing requested information to Seller, delay resulting from order changes by Purchaser, delay in unloading shipments at the delivery point by Purchaser, other delays caused by Purchaser, or delays caused by any entity other than Seller or Seller's suppliers.

**FORCE MAJEURE.** Seller shall not be liable for delays or defaults in delivery caused by floods, fires, storms, or other acts of God, by war or act of public enemy (or civil disturbance), strikes, lockouts, shortage of labor or raw materials or supplies (including, but not limited to), fuel, production facilities, transportation service of other equipment failures, action of any governmental authority or other condition beyond Sellers control.

Customer Initials: \_\_\_\_\_

Date: \_\_\_\_\_

**RETURNS.** Returned goods may be accepted for credit by Seller only if in sellable condition and only with Sellers prior written consent. Purchaser will pay all charges for freight both ways. Purchaser will also pay Seller all restocking charges charged by Seller or by Sellers suppliers, and Purchaser will pay Seller the difference in value of the materials between the unit price shown on the Quotation And Sales Contract Order Form to which these terms and conditions are attached and the price that Seller is able to obtain for the returned materials. The amount of credit Seller will give to Purchaser will depend further upon the degree of salability of returned products in the sole opinion of Seller.

**TERMINATION BY PURCHASER.** If Purchaser desires to terminate any portion of this contract, he must make such request in writing to Seller no later than three (3) working days before Purchaser wants the termination to be effective. Purchaser shall deliver such request to Seller at Sellers facility in Marietta, Georgia. Seller may, in its sole discretion, accept or reject any such request and acceptance of such request is not effective unless Sellers acceptance is in writing. If accepted, Purchaser nonetheless must take delivery of, and make payments to Seller, within three (3) working days of Sellers acceptance of the termination, for all materials manufactured and in stock or in process of manufacture by Seller to fulfill this Contract, and for all materials specially ordered by Seller to fulfill this Contract as of the time notice is received by Seller from Purchaser and for which Seller must pay in full or pay a restocking charge or take delivery, unless otherwise agreed by Seller in writing. Purchaser must remove all such materials from Sellers premises within (30) days after payment. Purchaser will also pay Seller a termination charge of five percent (5 %) of the Contract amount as liquidated damages in the event of termination by Purchaser of the order subject to this Contract. Purchaser and Seller acknowledge that this termination charge is not a penalty but rather represents approximation of cost that Seller may incur if Purchaser terminates the order subject to this Contract, and Purchaser and Seller agree that the exact amount of costs that would result to Seller from the termination of this order subject to this Contract is impossible of exact calculation.

**TERMINATION BY SELLER.** Seller may terminate this contract at any time and for any reason in Sellers sole discretion upon giving Purchaser three (3) working days written notice of such termination. Seller to Purchaser considers such notice effective upon delivery at any location at which Purchaser is doing business. Notwithstanding the other provisions of this paragraph, Seller may immediately terminate this Contract for concern regarding the financial condition of Purchaser in accordance with paragraph 11 of these Terms and Conditions (form A) and not be subject to the notice requirements of this paragraph.

**CLAIMS.** Notice of claims against Seller hereunder for any reason (except for damages in transit or shortages of materials which are addressed in paragraph 23 of these Terms and Conditions (form A)), must be made to Seller by Purchaser in writing within five (5) days of shipment of the materials subject to this Contract and within forty-eight (48) hours of discovery to afford Seller an opportunity to make a prompt investigation of surrounding facts and to mitigate any damages which might ensue, should it be determined to be Sellers responsibility. Purchaser shall also immediately discontinue use of any materials upon Purchasers discovery of any alleged basis for a claim in order to allow Seller an opportunity to inspect the materials. The notice required under this paragraph is an absolute condition precedent to any responsibility by Seller to Purchaser for claims subject to this paragraph and failure to give such notice to Seller shall constitute a waiver by Purchaser of any right to assert such claim against Seller. Notice must be provided to Seller at Sellers facility in Marietta, Georgia and must be received by Seller within the five- (5) days and forty-eight (48) hour periods addressed in this paragraph.

**IN TRANSIT AND SHORTAGE CLAIMS.** Owner of the shipment according to the F.O.B. terms of this Contract must make claims for damages or shortages in transit against the carrier. Purchaser has the responsibility to inspect shipments before and during unloading to identify any such damage or shortage and see that appropriate notice of such claims is made by notation on the delivery tickets or in an inspection report furnished by the local agent of the carrier in order to support a claim. The notice required under this paragraph is an absolute condition precedent and failure to note any such damage or shortage on the delivery ticket or inspection report at the time of unloading will constitute a waiver by Purchaser of any claim which Purchaser may have for damages or shortage of material.

**SELLER'S RIGHTS.** Seller shall have the right to recover from Purchaser all of Seller's damages including but not limited to direct, indirect, incidental, consequential, or special damages for lost profits, lost sales, injury to person or property, or other loss, caused by Purchaser's failure to perform in strict accordance with this Contract.

**INDEMNITY.** Purchaser shall indemnify Seller and keep Seller free and harmless of, from and against any and all claims, losses, judgments, damages, costs, liabilities charges and expenses (including reasonable attorney's fees), of any nature whatsoever which may be made against Seller or which Seller may suffer, sustain, incur or be in any way subjected to by reason of injury or death of any person or persons, damages to or loss of property arising out of the performance or nonperformance by Purchaser of this Contract, defects in the design of the project for which the materials subject to this Contract are to be supplied, or out of any undertaking by Purchaser with regard to the installation and/or use of the materials supplied by Seller pursuant to the Contract.

**ATTORNEY'S FEES AND EXPENSES.** If, for any reason, Seller retains an attorney to assist Seller in pursuing claims against Purchaser for any purpose or in defending claims by Purchaser against Seller, then Purchaser shall be liable to and shall reimburse Seller for all attorney's fees and expenses and court costs incurred by Seller.

**APPLICABLE LAW, JURISDICTION AND VENUE.** This Contract, Contract formation, all transactions subject to this Contract and all claims arising out of or relating in any way to this Contract or any changes hereto shall be governed by and shall be construed under the laws of the State of Georgia. Seller and Purchaser specifically consent that the Superior Court of Cobb County, Georgia shall have exclusive jurisdiction over and venue for all disputes between Seller and Purchaser unless Seller expressly agrees otherwise in writing. Purchaser expressly consents to the Superior Court of Cobb County, Georgia having personal jurisdiction and venue over Purchaser and Purchaser waives any objection to the jurisdiction or venue of the Superior Court of Cobb County, Georgia over Purchaser.

**LEIN AND BOND NOTICES.** If a notice of commencement or other notice pursuant to applicable mechanics and materialmen's lien laws and/or public contract bond laws have been issued for the project subject to the Contract, Purchaser agrees to provide such notice to Seller within three (3) business days after this Contract becomes effective, Purchaser also agrees to provide to Seller a true and correct copy of any payment and performance bonds by the Purchaser for the project for which the materials subject to this Contract are provided.

**SELLER'S PROPRIETARY AND CONFIDENTIAL INFORMATION.** The benefits of Seller's patents, know-how, designs and manufacturing information shall not extend beyond the scope of this Contract. All drawings, literature, documents and data which may be supplied by Seller to Purchaser (Seller's Data) shall be the sole property of Seller. Purchaser shall, both during and after the completion of this Contract retain in confidence and not divulge, reveal or communicate to any third party, or make use of in any way, except to the limited extent necessary to perform Purchaser's obligations under this Contract, any Seller's data or any information considered by Seller to be of a confidential or secret nature and revealed by Seller to Purchaser or acquired by Purchaser as a result of performing this Contract (Confidential Information). Purchaser shall return all of Seller's data and confidential information to Seller upon completion of this Contract.

**PATENTS.** Seller shall not be responsible to defend or protect Purchaser against loss or damage arising out of any legal action for patent infringement in connection with the manufacture of products sold by Seller to Purchaser unless Seller notifies Purchaser of the legal action within twenty-four (24) hours of Purchaser first notice of such legal action and Purchaser provides to Seller complete information and provides Seller with an opportunity to defend that legal action.

**WARRANTIES.** Seller warrants title to each individual material supplied by Seller under this Contract and further warrants, but only to the extent and limits of the purchase price value of that individual material, and warrants the materials furnished hereunder against defects in the material and workmanship under the normal service and use for which they are designed for a period of one (1) year after shipment. Seller's obligation under this warranty is limited to furnishing or repair a part or parts determined by Seller in its sole opinion to be defective. EXCEPT WHERE SUCH DISCLAIMERS AND EXCLUSIONS ARE SPECIFICALLY PROHIBITED BY LAW, THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE THE ONLY WARRANTIES OR GUARANTIES APPLICABLE TO SAID MATERIALS AND SAID WARRANTIES ARE GIVEN EXPRESSLY AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, OF FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES WHICH EXCEED OR DIFFER FROM THE WARRANTIES IN THIS PARAGRAPH ARE DISCLAIMED BY SELLER. NO WARRANTY, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE IMPLIED SHALL EXIST IN CONNECTION WITH SELLERS MATERIALS OR ANY SALE OR USE THEREOF. PURCHASER SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE LIMITED TO THE APPLICABLE WARRANTIES AS SET FORTH HEREIN AND NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO THE RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER LOSS) SHALL BE AVAILABLE TO PURCHASER OR ANY OTHER PERSON WHETHER BY DIRECT ACTION, FOR CONTRIBUTION OR INDEMNITY OR OTHERWISE. This exclusive remedy shall not be deemed to have failed its essential purpose as long as Seller is willing and able to carry out the terms of the warranties set forth herein. Seller's claims pursuant to this warranty provision are governed under paragraph 22 ("claims") of these Terms and Conditions (form A). Seller's warranty extends only to Purchaser. The Purchaser agrees that oral statements about the materials subject to this Contract by Seller's representatives or statements contained in Sellers general advertising, pamphlets, brochures, or other printed matter, do not constitute warranties and that Purchaser has not relied on any such oral statements, general advertising, pamphlets, brochures, or other materials. This warranty may not be the subject of any assignment or transfer by Purchaser without the written consent of Seller. All goods not manufactured by Seller are warranted only to the extent of the warranties of the original manufacture. Seller assumes no responsibility for work done or expense or liability incurred by Purchaser in connection with the materials subject to this Contract including, but not limited to, Purchaser's cost, lost profits, goodwill or any other general, special, direct, or indirect or consequential damages.

**GOVERNMENTAL REGULATIONS.** Seller does not warrant that the materials subject to this Contract meet or will meet any law, code, regulation or ordinance of the federal government, local government or any other governmental authority or agency or any applicable executive order.

**NON-ASSIGNMENT.** Buyer shall not assign this Contract or any of its obligations under this Contract without Sellers written permission.

**MODIFICATION OF CONTRACT.** No provision of this Contract, other than as to Price Changes addressed in paragraph 4 above, may be waived, changed, terminated, modified, discharged or rescinded except by a writing signed by the Seller. (Price Changes may only be accomplished according to the terms of paragraph 4 above.) Seller shall have no obligation to provide any materials other than those subject to the Contract without written approval by Seller. No terms, conditions or other matters shall be deemed to be incorporated into this Contract unless expressly referenced herein. To the extent there is any conflict between these Terms and Conditions (form A) and any other terms, conditions, or other matters incorporated into this Contract, then these Terms and Conditions (form A) shall govern.

**ERRORS.** Seller reserves the right to correct clerical or stenographic errors or omissions in the Terms and Conditions.

**GENERAL.** The written Terms and Conditions of this Contract shall be deemed to be the sole and exclusive terms and conditions of this Contract and all prior discussions and negotiations between Seller and Purchaser are deemed merged herein and of no effect unless incorporated herein by reference. No waiver of any breach of any provision of this Contract by Seller shall constitute a waiver of any similar prior or subsequent breach or shall constitute an amendment or modification of this Contract or any provision hereof unless expressly stated to the contrary in writing by Seller. Although prepared by Seller, this Contract shall, in the event of any dispute over its meaning or application be interpreted neither more strongly for nor against either party to this Contract. The provisions of this Contract shall bind and insure only to the benefit of Purchaser and Seller and shall not be deemed to provide any benefit to any person, company or entity other than Seller or Purchaser. Headings of paragraphs and subparagraphs have been inserted for convenient reference only and shall not affect the meaning or interpretation of the text of this Contract.

Customer Initials: \_\_\_\_\_

Date: \_\_\_\_\_