

GENERAL TERMS & CONDITIONS OF SALE

ELMCO DUDDY, INC.

PRICE

Prices shown in all our Price Guides are subject to change without notice. All shipments are subject to invoicing at price in effect at time of shipment. All orders are subject to credit approval prior to shipment. Orders with indefinite shipping dates; i.e. hold for approval, will-advise, etc. have no status. All orders are subject to acceptance by ELMCO. No agent or representative is authorized to make any exceptions.

PROJECT QUOTATION

These are for acceptance within a maximum of 45 days from date of quotation and prices are guaranteed only for materials that can be scheduled and shipped within 120 days from date of quotation, except where this period has been extended in writing by ELMCO. Customer purchase order must be received by ELMCO on all orders. ELMCO's order confirmation is the governing document and customer has the responsibility to advise ELMCO, in writing, of any non-compliance with purchase order. Change orders must also be formally accepted with the issuance of a new order confirmation and are subject to additional pricing.

TERMS, TAXES, MINIMUM INVOICE & MECHANICS LIENS

TERMS:

Net 30 days from date of invoice. An unpaid invoice is considered late if not received within 30 days from shipment and becomes subject to a service charge of 2% per month starting with due date. Invoice is assumed to have been received by customer if ELMCO is not notified of non-receipt within 10 days after receipt of goods. If legal action is necessary to enforce payment, purchaser will pay all court costs and reasonable attorney fees. Venue in any legal action between our company and purchaser shall lie exclusively in the Los Angeles Superior or Municipal Court, Whittier Judicial District. The foregoing terms and conditions shall apply to all transactions between parties.

TAXES:

Any sales tax imposed under the existing or future statutes may be added to the price herewith and shall be paid by the customer. Should any buyer claim exemption from sales taxation, a Resale Certificate must be received by ELMCO prior to invoicing.

MECHANICS LIENS:

ELMCO reserves the right to request from its customer, directly or through its representatives, all required information needed to file a preliminary notice in order to perfect a lien at a future time if deemed necessary. Shipment of any material will be held back until this information, if requested, is received by ELMCO. The request to obtain this information will be determined, at ELMCO's sole discretion, based on the value of the project and the customer's financial strength and payment history.

FREIGHT, WEIGHTS & SPECIAL DELIVERY

FREIGHT:

Shipments are F.O.B. ELMCO, except where specifically stated otherwise. Any freight allowance granted applies only to a single shipment made to a single location. Requests for partial shipment or multiple shipping points do not qualify for freight allowance and are strictly F.O.B. ELMCO.

WEIGHTS:

All weights shown in ELMCO literature or quotations are estimates and are not guaranteed.

CARRIER:

ELMCO reserves the right to select the carrier on all FFA or prepay shipments.

SPECIAL DELIVERY CHARGE:

A minimum \$50.00 charge is made for special delivery to airline or bus terminals.

SHIPPING DATE:

Every effort is made to comply with scheduled shipping dates; however, ELMCO is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the company. When a customer order is scheduled, changes in shipping date can only be honored by written notice, with the understanding that any charges incurred will be charged to the purchaser and rescheduling will only be made on the basis of ELMCO's convenience.

TRANSPORTATION CLAIMS & SHORTAGES**TRANSPORTATION CLAIMS:**

For F.O.B. orders, the responsibility of ELMCO ceases upon delivery of goods in good order to the transportation company. All goods are shipped at consignee's risk, and consignee must file freight claims for losses or damages in shipment. ELMCO will file freight claims on F.F.A. orders if consignee has complied with the following action within five (5) working days after receipt of shipment:

1. Inspects shipment immediately upon receipt.
2. Has shipment inspected by delivering carrier for losses or damages (regardless of consignee's opinion as to whether it is damaged or defective)
3. Notes the damages or losses directly on the carrier's bill of lading.
4. Files inspection report with carrier and sends copy to the factory.

SHORTAGES:

No claim for shortages will be honored unless ELMCO is notified within five (5) working days after receipt of shipment.

RETURNED GOODS

No material shall be returned without written permission. Permission is obtained when ELMCO issues a return material authorization (RMA) which will only be issued after purchaser supplies the correct invoice number and date, or sales order number or customer purchase order number covering original shipment of material. All material must be returned freight prepaid. All credits issued are subject to a 25% handling charge in order to put the material back in saleable condition, and excludes any outgoing freight charges paid by ELMCO.

PRODUCT APPROVALS, FIELD MEASUREMENTS, CHANGE IN SPECIFICATIONS & CANCELLATIONS

PRODUCT APPROVALS:

When quoting equivalent materials, every effort is made to quote on materials that are equal or superior to those specified. ELMCO will provide, at no cost, certified data sheets for submission to architect/engineer/owner for approval. ELMCO cannot guarantee this approval. The limit of our responsibility is to provide the material exactly as quoted. When materials are approved as submitted, the limit of ELMCO's responsibility is to furnish materials as approved. Product modifications or alternate products will only be furnished at current selling prices.

FIELD MEASUREMENTS:

When required, they are the responsibility of the purchaser and must be transmitted to ELMCO in writing.

Measurements made by ELMCO employees or representatives are acceptable only when verified and approved in writing by the purchaser/contractor.

CHANGE IN SPECIFICATIONS OR CANCELLATIONS:

These can only be honored by written notice with the understanding that any changes incurred will be chargeable to the purchaser.

LIMITED WARRANTY

ELMCO products are sold subject to the applicable manufacturer's warranty. Claims must be made in writing to ELMCO within a reasonable period after receipt of the product. Where claims for defects are made, the defective part or parts shall be delivered to ELMCO, or other designated recipient, prepaid, for inspection. ELMCO's liability, under any manufacturer's warranty, shall be discharged by replacing, without charge, F.O.B. ELMCO, any goods, or parts there of, which are found, upon inspection, to be of defective material and/or workmanship. ELMCO will not be liable for any expense connected therewith made by the owner or his agents, except upon written authority from ELMCO. ELMCO will not be liable for any damages caused by defective materials or poor workmanship, except for replacement, as above provided. Buyer agrees that ELMCO has made no other warranties, either expressed or implied. ELMCO shall not be liable for general, special or consequential damages claimed to arise under the contract of sale.