

W. T. Maye, Inc. (WTMI)
STANDARD TERMS and CONDITIONS OF SALE

1. **GENERAL:** All orders are subject to acceptance by manufacturer and are based on entire quotation being purchased. The Standard Conditions of sale contained herein apply to all sales. Any inconsistent terms in any purchase order are excluded unless expressly agreed to by Seller, and Purchaser's acceptance of the equipment delivered will constitute assent to Seller's conditions of sale. In special transactions involving a formal invitation to bid and a formal award of contract, Seller's standard conditions of sale and special conditions of sale apply only to the extent not inconsistent with a formal contract.

2. **LIMITATION OF SELLER'S LIABILITY:** The Seller's liability for loss or damages on any claim of any kind, including negligence in manufacture or design or breach of contract or warranty or omission or error, is limited to an amount equal to the price of the equipment. The Seller shall not be liable for any penalty or for any indirect, special, secondary, or consequential damages, such as loss of profits or revenue, loss of other equipment, down-time costs, costs associated with the removal of the equipment from service, or reinstallation or disassembly, or claims of third parties against the Purchaser for damages.

3. **INDEMNIFICATION:** Purchaser agrees to indemnify, defend and hold harmless W. T. Maye, Inc. (WTMI), its officers, directors, employees, agents, affiliates, licensors, suppliers and any third-party providers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms by Purchaser.

4. **TERMS OF PAYMENT & TITLE RETENTION:** In accordance with printed terms and conditions of sale, Seller retains a security interest in property until fully paid. If full payment is not made when due, Seller is entitled to recover possession of the product as security for Purchaser's obligations. WTMI reserves title to all products delivered until full payment of all claims of WTMI resulting from the business connection with the Purchaser. In addition, late fees will be added and accrued at a rate of 1.5% per week late or the maximum allowable by law. Credit Card Purchases are subject to a 5% charge unless otherwise stated.

5. **TERMS OF DELIVERY:** F.O.B./EXWORKS Shipping Point, freight & handling charges prepaid and added to the invoice. Orders which require special or expedited handling: a minimum charge of \$200 (unless otherwise specified) will be added to the invoice. Export shipments are F.O.B./EXWORKS shipping point and all crating, packing, handling costs, and all associated fees & taxes will be paid by the Purchaser. All export transactions require that a WTMI Export Compliance/End User Form be completed, signed, returned and accepted prior to order acceptance.

6. **RETURNS:** All returned material subject to refusal unless written authorization has first been obtained from WTMI. Returned material subject to prepaid freight & re-handling or re-stocking charges. If material is not returned full payment is due immediately.

7. **LOSS, DAMAGE, OR DELAY:** All risk of loss or damage shall pass to Purchaser upon delivery to a carrier for shipment. Quoted & communicated Shipping Dates and Lead Times are approximated and are based upon prompt receipt of all necessary information. Seller is not liable for loss, damage, detention, or delay due to causes beyond its reasonable control such as acts of God, acts of the Purchaser, acts of civil or military authority, priorities, fires, strikes, floods, inclement weather, epidemics, quarantine restrictions, war, riot, delays in transportation, government restrictions or embargoes, labor or material issues, and manufacturing issues due to such causes.

8. **CLAIMS:** Claims for damage or shortage in transit to be handled directly with carrier by consignee.

9. **CANCELLATIONS:** Seller reserves the right to make a reasonable cancellation charge in the event of cancellation by Purchaser. All cancellations must be made in writing. No verbal cancellations accepted.

10. **SHIPPING ERRORS:** Notification by the customer concerning discrepancies in merchandise shipped must be made within 5 days from receipt of shipment.

11. **MINIMUM ORDER:** \$200 gross billing, all items (exclusive of shipping, handling, taxes, or other charges).

12. **PRICE SHEET REVISIONS:** Prices and conditions are subject to change without notice.

13. **TAXES:** All prices are exclusive of any applicable federal, state or local sales, use, excise or other similar taxes. All such taxes will be the sole responsibility of the Purchaser unless otherwise stated by WTMI. If Purchaser is exempt from any applicable sales tax Purchaser agrees to provide its Tax Exemption Number & Certificate to WTMI.

14. **QUOTATIONS:** Price quotes are valid only for the quantities listed unless otherwise noted by WTMI. All quotes are united with these Terms & Conditions and cannot be separated unless specifically approved in writing by WTMI. All quotes are invalid as reference only without these Terms & Conditions unless specifically approved in writing by WTMI. All quotes or provided pricing are invalid after 30 days of date provide unless otherwise stated.

15. **ASSIGNMENT OF MANUFACTURER'S WARRANTY:** W. T. Maye, Inc. (WTMI) assigns, to the extent assignable, to the Purchaser, any and all warranties made by the manufacturer of a product sold to Purchaser by WTMI. WTMI ITSELF MAKES NO EXPRESS, IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. No person is authorized to give any warranties on WTMI's behalf or to assume for WTMI any other liability in connection herewith, except in writing signed by an authorized officer of WTMI. For purposes of this paragraph, "Goods" shall specifically include any and all parts thereof.