

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 Purchased Goods. 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 Goods 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 Goods/Products until fully paid. If full payment is not made when due, Seller is entitled to recover possession of the Goods/Products as security for Purchaser's obligations. WTMI reserves title to all Goods/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. No discounts shall be taken by Purchaser. If Purchaser fails to make any payment when due, Purchaser shall be liable for all expenses related to collection of past due amounts, including, without limitation, attorneys' fees and costs. Credit Card Purchases are subject to a 5% charge unless otherwise stated. Payment via Wire Transfer is subject to \$200 fee.
5. **TERMS OF DELIVERY:** F.O.B./EXWORKS Shipping Point, shipping/freight & handling charges prepaid and added to the invoice unless otherwise stated on quote or Order Acknowledgment. Shipment terms of "Collect" means that the Purchaser will be responsible for paying the shipping/freight & handling charges. For Collect shipment transactions a valid freight account number must be provided in advance of product shipment. For Collect shipment transactions if WTMI has not received either a valid freight account number or full payment of the shipping & handling charges within 5 days of the Purchaser notification that the purchased product/goods are ready for shipment then the Purchaser will be charged a storage fee of up to \$200 per day and after 30 days of non-payment Purchaser forfeits all unshipped products/goods and WTMI will take ownership of said products/goods. 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. QUOTED LEAD TIMES ARE ESTIMATES AND ARE NOT GUARANTEED AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.
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. No returns and no refunds for Custom or Special products. Return approval is at the sole discretion of WTMI and/or the original Manufacturer.
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 cancellation requests must be made in writing and are subject to acceptance by the Seller. 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:** \$250 gross billing, all items (exclusive of shipping, handling, taxes, or other charges).
12. **PRICE 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 at the time of order placement by Purchaser.

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 quotations are invalid as reference only without these Terms & Conditions unless specifically approved in writing by WTMI. All quotes or provided pricing are invalid after 10 days of date provide unless otherwise stated. QUOTED LEAD TIMES ARE ESTIMATES AND ARE NOT GUARANTEED AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.

15. ASSIGNMENT OF MANUFACTUER'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 Goods/Products 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/Products" shall specifically include any and all parts thereof.

16. COMPLIANCE: All shipments hereunder are subject to the export control laws and regulations of the United States and any amendments thereto. Purchaser agrees that it shall not make any disposition Goods purchased from Seller, by way of transshipment, re-export, diversion or otherwise, other than in and to the country of ultimate destination on Seller's invoices except as said laws and regulations may expressly permit.

17. TYPOGRAPHICAL ERRORS: Seller is not responsible for typographical errors or clerical errors made in preparation of quotations, sales orders or acknowledgments, or in Seller's literature or on Seller's website. All such errors are subject to correction.

18. DISPOSAL: Purchaser shall be responsible and fully liable for the disposal of any good(s), including, without limitation, spent good(s) or material, and shall perform such disposal in compliance with all federal, state and local laws and regulations relating thereto.

19. SERVABILITY: In the event that any provision herein shall be found to be void or unenforceable, this shall not be construed to render any other provisions void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by the Purchaser or by the Seller.

20. ENTIRETY: Purchaser may not assign any of its rights or obligations without Seller's prior written consent. These Terms embody the entire understanding between Purchaser and Seller and there are no agreements, understandings, conditions, warranties, or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein.

21. MISCELLANEOUS: The Titles & Headings used in these Terms & Conditions are provided for convenience only and shall not be used to construe meaning or intent.

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