

TERMS AND CONDITIONS

AGREEMENT OF SALE

Any terms and provisions of Buyer's orders which are inconsistent with the terms and provisions hereof are rejected, will not be binding on the Seller nor considered applicable to the sale or shipment referred to herein, unless Buyer shall notify Seller in writing within fifteen (15) days after receipt of this document by Buyer. Acceptance of the terms and conditions hereof by Buyer shall be indicated and in the absence of such notification, the sale and shipment by the Seller of the products covered hereby shall be conclusively deemed to be subject to the terms and conditions hereof. No waiver, alteration or modification of the provisions hereof shall be binding on the Seller unless agreed to in writing by a duly authorized official of Seller. Waiver by either party of any default by the other shall not be deemed a waiver by such party of any default of the other which may thereafter occur.

LIABILITY AND CLAIMS

Seller's liability on any claim of any kind, including claims for negligence, or any loss or damage, arising out of, or connected with, or resulting from any order accepted by Seller, or from the manufacture, sale, delivery, resale, repair, or use of any products covered by, or furnished under such an order, shall in no case exceed the price allocable to the product or part hereof which gives rise to the claim. In no event shall Seller be liable for special or consequential damages. Any claims against Seller for shortages by it in making shipments shall be made in writing to Seller within fifteen (15) days after receipt of shipment. Seller's responsibility for shipments ceases upon delivery to a carrier, and any claims for shortages, delays or damages occurring thereafter shall be made direct to the carrier. The fulfillment of any order accepted by Seller is subject to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation or delivery of materials, floods, severe weather or other acts of God, embargoes, governmental actions or any other cause beyond the reasonable control of Seller, whether similar to, or different from, the causes above enumerated, and any such cause shall absolve Seller from any liability to Buyer.

SALES TAX

The addition of sales tax to all taxable transactions is expressly provided for. In the event of audit, any transactions deemed taxable on which sales tax was not originally billed creates a responsibility on the part of Seller to notify Buyer of such audit determination and an obligation on the part of Buyer to reimburse Seller for taxes due.

PARTS RETURN POLICY

STOCKED PARTS

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|---|----------------------------------|
| 1. Parts returned within 30 days with invoice | Subject to 15% Restocking Charge |
| 2. After 30 days, within 1 year with invoice | Negotiated Basis Only |
| 3. Any parts returned without invoice | Negotiated Basis Only |

NON-STOCKED ITEMS*

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| 1. Returned with invoice | Subject to 15% restocking charge |
| 2. Returned without invoice | Negotiated basis only |

*CREDIT ONLY IF WE HAVE RETURN PRIVILEGES WITH OUR SUPPLIER CUSTOMER IS RESPONSIBLE FOR RETURN REPACKAGING AND FREIGHT

FOLLOWING PARTS ARE NOT RETURNABLE:

1. Any part that has been installed, cut to length, or manufactured to spec
2. Non-stocked parts with an extended value of less than \$35.00
3. Non-stocked items returned after 30 days
4. Gasket Kits or groups that have been opened
5. All Bearings removed from protective wrappings
6. Any part not in original container or package
7. Hydraulic Tubes with protective ends removed
8. Any damaged parts
9. Electrical parts and components

ALL PARTS ARE SUBJECT TO INSPECTION AND MUST HAVE APPROVAL OF THE PARTS MANAGER

TEPS PARTS RETURNS ARE COVERED UNDER A SEPARATE POLICY; SEE YOUR TEPS MANAGER