

Weathers Manufacturing Inc. Standard Terms and Conditions of Sale

The following terms and conditions are standard with every quotation and remain in place for any subsequent order. These terms and conditions supersede any and or all prior agreements, understandings, oral or written, relating to the quoted or ordered products or services.

Quotations: Quotations are valid for 30 days from date of quotation, unless otherwise noted or approved in writing. Quotations are based on information, both verbal and written, provided to Weathers Manufacturing Inc (hereafter referred to as "Weathers") and the quotation is solely based on that provided information. Changes to the quotation which create additional cost must be noted and approved in writing before manufacturing. Acceptance of this quote shall be limited to the terms described herein.

Purchase Orders: All required documentation must be received prior to any/all products being authorized for manufacturing. Required documentation includes: purchase orders or contracts that are accepted/approved by Weathers, approved submittals, and approved drawings and/or specifications (when applicable). Purchase orders must include a requested ship date. Weathers will confirm a provisional ship date. In the event that (for any reason) a purchase order is cancelled, Weathers' standard cancellation charges will be applied. (See cancellation clause below.)

Freight on Board: F.O.B. is point of origin (domestic) or Ex Works (out of country). Freight will be the responsibility of the Purchaser, unless requested otherwise. If requested, Freight will be prepaid by Weathers and added to the invoice total (subject to Weather's credit department approval) for domestic orders only. Purchaser shall make a careful inspection of the materials at the time of delivery. Purchaser's failure to give a written notice of any claim within (10) days of delivery shall constitute an unqualified acceptance of the materials and a waiver of all claims with respect thereto.

Payment Terms: All payments are due net thirty (30) days from date of invoice, unless otherwise specified. If in the judgement of Weathers, the financial position of the purchaser does not justify the terms of payment specified, Weathers may require full or partial payment prior to shipment of the goods. Purchaser agrees to furnish Weathers with the required credit information. Weathers is working as a vendor, NOT A SUBCONTRACTOR, and is supplying a product and the terms of payment are for the entire amount due. NO RETAINAGE OF HOLDBACKS are permitted.

Prices do not include sales, use, excise or similar taxes. If Weathers should be required to pay such taxes, invoices will be increased accordingly. Delinquent payments: An additional 1.5% per month (18% APR) interest charge will be charged on all amounts not paid within 30 days after due date and continuing each month until paid in full. In the event of default, the undersigned agrees to pay all costs of collection, including fees of any collection agency and attorney's fees. All sums due for goods and/or services purchased by, for, or on behalf of the undersigned are payable to Weathers Manufacturing Inc. 9535 US 401 North, Fuquay Varina, NC 27526. International orders are on a prepaid basis. Payment is to be made in full prior to shipment of the order.

Warranty: Weathers warrants only that goods manufactured by Weathers shall be free from faults in workmanship and materials when said equipment is used in a normal manner for the purpose for which it was supplied; provided however, that this warranty shall be limited to goods found to be defective within a period of one (1) year from the date of installation or 18 months from the date of shipment, whichever occurs first. Power control units (electric/hydraulic components) have a 12 month warranty. Equipment not manufactured by Weathers is normally warranted by the original manufacturer and carries no further warranty by Weathers. Weathers does not provide any warranties for Purchaser furnished/specified equipment and or Purchaser furnished materials. Warranty is limited to parts only. Labor, freight, and parts that have been modified, improperly maintained, abused or improperly installed are exempt from this warranty. Normal wear and tear, chipping, and/or scrapes in the paint finish are considered maintenance items and are not covered under this warranty. Replacement parts will be shipped within the US or Canada by standard ground service. Any expedited service will be charged to the customer's account.

Shipments: Weathers' shipping dates are approximate and based on receipt of orders with complete information and authority to proceed with manufacturing. (Dates can be changed without notice as a result of manufacturing personnel and raw material supply problems.) Weathers shall provide adequate packaging for all goods in accordance with recognized industry practice. All special packaging requirements of Purchaser shall be to Purchaser's account.

Cancellation: In the event that an order must be cancelled, Weathers will assess and invoice cancellation charges of 20% of the total purchase order value if the product has been released for production. If materials have been ordered and production has been initiated then a proportionate percentage of the total purchase order value equal to the percentage of manufacturing costs incurred up to the date of cancellation will be invoiced. 100% of the total purchase order value will be required if the product is completely manufactured.

Restocking Fee: If Purchaser orders the wrong material, it may NOT be returned to Weathers unless the following conditions have been met:

- Weathers has authorized the return of the material, and has issued a Return Material Authorization number;
- The material is unused and undamaged;
- The material is returned with all freight cost paid for by the Purchaser;
- And the Purchaser agrees to pay the applicable restocking fee.

Force Majeur: By acceptance of the price herein offered, Purchaser and Weathers agree that, with the exception of the obligation for payment of money due, the duties and obligations of each party shall be suspended for a like period of time while such party is prevented or hindered from performance in whole or in part by Force Majeur, to include, but not limited to, Acts of God, extraordinary storms or floods, interferences by government authorities, strikes, war, fires, civil commotions, or disturbances, sabotage, or similar events or occurrences beyond control of the party.

Confidential Information: The information, drawings, plans, and specifications being furnished by Weathers have been developed at Weathers' expense and shall not be used or disclosed by Purchaser for any purpose other than to install, operate, and maintain the good supplied hereunder.

Risk of Loss or Damage: Risk of loss and/or damage shall pass to the Purchaser upon delivery of goods to the F.O.B. point.

Modification: No modification or waiver of any part of this agreement shall be valid unless it is in writing and signed by an authorized representative of the Purchaser and Weathers.

Entire Agreement: Purchaser by acceptance of Weathers' offer does acknowledge and agree to the terms and conditions contained herein. Only representations, promises, conditions, or understanding subsequently reduced to writing and signed by an authorized representative of each party shall be binding upon either party.