

Terms and Conditions of All Sales

I, the authorized representative of the Buyer, understand and agree that any contract that is formed between Buyer and Cambria Welding & Fabricating INC., including without limitation all of its divisions, subsidiaries, predecessors, and successors (hereinafter "Cambria Welding") is expressly conditioned on the following terms and conditions which shall apply to all invoices submitted by Cambria Welding to Buyer.

I also understand and agree that it is a condition of any contract formed between Buyer and Cambria Welding that any terms or conditions that are contained in any acknowledgment hereof, including without limitation any purchase order issued by Buyer to Cambria Welding, which contains any terms or conditions that are inconsistent with or in addition to the terms and conditions stated herein, shall have no force and effect, and that Cambria Welding expressly rejects such inconsistent and/or additional terms and conditions.

I also understand and agree that the following terms and conditions shall automatically become a part of all invoice contracts unless Cambria Welding and Buyer expressly agree otherwise in writing. This contract contains the entire agreement between parties, and the failure of either party to enforce any of its rights hereunder shall not constitute a waiver of any other rights hereunder.

1) Credit Information. The Buyer represents and warrants that the information provided in this application for open account and acceptance form for terms and conditions of all sales is for the sole purpose of obtaining credit and is warranted to be true.

2) Investigative Authority. The Buyer specifically agrees that a representative of Cambria Welding is authorized to investigate the references listed above as they pertain to the Buyer's credit and financial responsibility.

3) Quotations. All quotations made by Cambria Welding are subject to change without notice, subject to prior sale, and unless otherwise noted, are for immediate acceptance. We reserve the right to cancel contracts upon which full specifications are not given to us within the time allowed. Special material is not subject to cancellation without our written consent.

4) Warranty and Liability. Cambria Welding warrants that goods sold hereunder will conform to the description stated herein subject to tolerances and variations consistent with current trade practices and practical testing and inspection methods. Cambria Welding makes no other warranties, express or implied, including the implied warranty of merchantability or the warranty of fitness for particular purpose. Cambria Welding's liability on any claim, whether in tort or in contract, and whether on account of Cambria Welding's delivery of non-conforming goods or non-delivery, shall be limited to repair or replacement of the defective or nonconforming goods or repayment of the purchase price as Cambria Welding may in its sole discretion elect. In no event shall Cambria Welding have any liability for consequential or incidental damages including, but not limited to, lost profits, damage to goodwill, loss of time, inconvenience or other commercial or economic loss, and in no event shall Cambria Welding be liable for damages exceeding the purchase price to be paid to Cambria Welding hereunder.

5) Claims Procedure. Buyer agrees to inspect all goods upon delivery, and no claims for shortages or delivery of non-conforming goods need be honored by Cambria Welding unless written notice of such claim is received by Cambria Welding within 30 days of delivery. Cambria Welding shall in no event pay or be liable for any claim resulting from the installation, alteration or repair of apparently improper defective or damaged goods. Buyer must institute legal action on all claims against Cambria Welding within one year of delivery. No action may be maintained by the Buyer, which is not commenced within such period notwithstanding any statutory period of limitations to the contrary.

6) Delays. Cambria Welding shall not be liable by reason of any delay in performance of shipment arising from casualty, riots, acts of God, governmental regulation, material supply or transportation availability, labor difficulties, embargoes or any other cause beyond its control, and if such delay shall extend beyond 30 days, Cambria Welding may invoice Buyer for goods delivered. Receipt of goods by Buyer shall constitute acceptance of delivery and waiver of all claims for loss or damage due to delay.

7) Terms of Payment. The terms of sale are Net 30 days from the date of each invoice. All payments received after 30 days from the date of invoice shall be subject to a post-maturity charge at the rate of 1.5% per month or any lesser charge reflecting the maximum amount legally permissible.

8) Credit. Cambria Welding reserves the right at any time to suspend or change credit terms provided herein or to require full or partial payment in advance if, in Cambria Welding's sole opinion, the financial condition of Buyer warrants.

9) Expenses and Attorneys' Fees. Buyer agrees to pay Cambria Welding's reasonable costs, collection agency fees, expenses and attorneys' fees incurred by Cambria Welding in enforcing Buyers' obligation or Cambria Welding's right here under, in collecting any money due from Buyer or in successfully defending against any claim made by Buyer.

10) Governing Law. Buyer agrees that this Agreement shall be construed in accordance with and governed by the laws of the state of Pennsylvania. Buyer further agrees and consents to the jurisdiction of any court located in Ebensburg, Pennsylvania.

11) Severability. If any provision hereof is determined to be invalid by a court of competent jurisdiction, the remaining terms and conditions hereof shall remain in full force and effect.

Print Name: _____

Company: _____

Signature: _____

Title: _____

Date: _____