

# TERMS AND CONDITIONS

## GENERAL

These standard terms and conditions shall be part of, apply to and govern each and every agreement between Moore Industries-International, Inc. (the "Company") and any buyer ("Buyer") from the Company of goods or services. Acceptance by Buyer of any offer reflected in this document is expressly limited to acceptance of the terms and conditions set forth herein, and none others unless expressly assented to in writing by Company. Contrary or additional terms and conditions specified by Buyer or any claimed amendment or supplement hereto shall have no effect without the written approval of the Company. Absent such written approval, any proposal by Buyer for contrary or additional terms or conditions, or any attempt by Buyer to vary in any degree any of the terms and conditions herein, is hereby objected to and rejected. Buyer represents and acknowledges that any purchase from the Company is for business use, and is not for personal, family or household purposes.

## LIMITATION OF AUTHORITY OF SALES REPRESENTATIVES

Sales representatives are not employees or agents of the Company, and have no authority to enter into agreements on behalf of the Company. No agreement, contract, promise, affirmation, description or representation shall be binding upon the Company unless made in writing by an authorized employee of the Company.

## PRICES, SPECIFICATIONS AND DESIGNS

Any prices quoted are based upon manufacture of the quantity and type of goods ordered and are subject to revision when interruptions, engineering changes or any changes in quantity are caused or requested by Buyer. Clerical errors made by the Company are subject to correction. Weights and dimensions set forth in sales literature are not guaranteed unless previously certified in writing by an authorized employee of the Company. The Company may, without affecting the obligations of the parties under any agreement, make insignificant changes in the specifications of goods. Catalog prices, specifications and designs are subject to change without notice.

## DRAWINGS AND INSTRUCTIONS

Certified reproducible drawings or prints are available on request at a nominal extra charge. These, and other vendor data, must appear as purchase order items. One (1) copy of applicable instructions for installation, operation and maintenance is normally included in each shipment. Additional copies may be furnished at an extra charge.

## DELIVERY

The scheduled shipping or delivery date represents the best estimate by the Company of the time the order will be shipped from the factory of the Company, and the Company assumes no liability for loss, damage, or incidental or consequential damages due to delays.

## SHIPMENTS

Unless otherwise specifically provided, all shipments are F.O.B. place of manufacture or warehouse of the company. The cost of packaging for domestic shipment is included in the quoted price. When special domestic or export packing is specified, a charge will be made to cover any extra expense. All claims for breakage and damage must be initiated by the Buyer, although the Company will provide reasonable assistance in securing satisfactory adjustments of such claims. After having made delivery in good order to the carrier, the Company assumes no responsibility for delay, breakage or damage. Shipments shall be made in the manner and by the carrier requested by Buyer except that the decision of the Company shall control where questions arise concerning suitability of carriers for handling specific instruments.

## TERMS OF PAYMENT

Terms of payment on any order are NET due 30 days, unless otherwise specifically required or agreed to the contrary by an authorized employee of the Company. All purchase orders are accepted subject to, and the obligation of the Company to make deliveries is subject to, the right of the Company to require of Buyer payment of all or any part of the purchase price in advance of delivery, or to make shipments C.O.D. if buyer fails to make advance payment when requested by the Company or if Buyer is or becomes delinquent in the payment of any sum due the Company (whether or not arising out of the particular purchase order) or refuses to accept C. O. D. shipments, then the Company shall have the right, in addition to any other remedy to which it may be entitled by law or equity, to cancel the sales order, to refuse to make further deliveries, and to declare immediately due and payable all unpaid amounts for goods previously delivered to Buyer. Except with respect to the rights of the Company as set forth herein, each shipment shall be considered a separate and independent transaction, and payment therefor shall be made accordingly.

## TAXES

Federal, state or local excise, sales or use taxes shall be paid by Buyer.

## CLAIMS OF INFRINGEMENT

Except with respect to products manufactured in accordance with specifications provided by Buyer, the Company agrees that any goods delivered shall be free of the rightful claim of any third person for patent infringement. Subject to the conditions set forth herein, the Company shall defend any suit or proceeding brought against Buyer insofar as same is based upon an assertion that the manufactured product provided by the Company to Buyer constitutes a direct infringement of any United States patent existing at the date of sale of the

product. Such defense shall be provided, and the Company shall pay any damages and costs awarded against Buyer, so long as the Company is notified promptly in writing by Buyer of the assertion of any claim and the commencement of the action, is fully authorized in writing to conduct and control the defense, and is given by Buyer all information and assistance reasonably necessary for the defense. At its own option and expense, the Company may either (a) procure for Buyer the right to continue using the product or part thereof claimed to constitute a direct infringement, (b) replace the same with a non-infringing product or part, (c) modify the same so it becomes non-infringing, or (d) remove said product or part and refund the purchase price and transportation cost thereof. The foregoing states the entire liability of the Company to Buyer with respect to patent infringement by any product (or any parts thereof) manufactured by the Company and sold to Buyer.

## WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY STATED IN THESE WRITTEN TERMS AND CONDITIONS, THE COMPANY MAKES NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO ANY GOODS OR SERVICES SOLD BY THE COMPANY. THE COMPANY DISCLAIMS ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR TRADE USAGE, AND ANY BUYER OF GOODS OR SERVICES FROM THE COMPANY ACKNOWLEDGES THAT THERE ARE NO WARRANTIES IMPLIED BY CUSTOM OR USAGE IN THE TRADES OF THE BUYER AND OF THE COMPANY, AND THAT ANY PRIOR DEALINGS OF THE BUYER WITH THE COMPANY DO NOT IMPLY THAT THE COMPANY WARRANTS THE GOODS OR SERVICES IN ANY WAY.

ANY BUYER OF GOODS OR SERVICES FROM THE COMPANY AGREES WITH THE COMPANY THAT THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY WARRANTY CONCERNING THE GOODS OR SERVICES SHALL BE FOR THE COMPANY, AT ITS OPTION, TO REPAIR OR REPLACE THE GOODS OR SERVICES OR REFUND THE PURCHASE PRICE. **THE COMPANY SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES EVEN IF THE COMPANY FAILS IN ANY ATTEMPT TO REMEDY DEFECTS IN THE GOODS OR SERVICES, BUT IN SUCH CASE THE BUYER SHALL BE ENTITLED TO NO MORE THAN A REFUND OF ALL MONIES PAID TO THE COMPANY BY THE BUYER FOR PURCHASE OF ALL GOODS OR SERVICES.** ANY CAUSE OF ACTION FOR BREACH OF ANY WARRANTY BY THE COMPANY SHALL BE BARRED UNLESS THE COMPANY RECEIVES FROM THE BUYER A WRITTEN NOTICE OF THE ALLEGED DEFECT OR BREACH WITHIN TEN DAYS FROM THE EARLIEST DATE ON WHICH THE BUYER COULD REASONABLY HAVE DISCOVERED THE ALLEGED DEFECT OR BREACH, AND NO ACTION FOR THE BREACH OF ANY WARRANTY SHALL BE COMMENCED BY THE BUYER LATER THAN TWELVE MONTHS FROM THE EARLIEST DATE ON WHICH THE BUYER COULD REASONABLY HAVE DISCOVERED THE ALLEGED DEFECT OR BREACH.

## RETURN POLICY

For a period of thirty-six (36) months from the date of shipment, and under normal conditions of use and service, the Company will at its option replace, repair or refund the purchase price for any of its manufactured products found, upon return to the Company (transportation charges prepaid and otherwise in accordance with the return procedures established by the Company), to be defective in material or workmanship. The policy extends to the original Buyer only and not to Buyer's customers or the users of Buyer's products, unless Buyer is an engineering contractor in which case the policy shall extend to Buyer's immediate customer only. This policy shall not apply if the product has been subjected to alteration, misuse, accident, neglect or improper application, installation, or operation. **THE COMPANY SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

## FORCE MAJEURE

Neither party hereto shall be liable to the other for default or delay in performing its obligations hereunder if caused by fire, strike, riot, war, act of God, delay of carriers, governmental order or regulation, complete or partial shut down of plant by reason of inability to obtain sufficient raw materials or power, and/or any other similar or different occurrence beyond the reasonable control of the party so defaulting or delaying. The party whose performance is prevented by any such occurrence shall notify the other party thereof in writing as soon as is reasonably possible after the commencement of such occurrence, setting forth the full particulars in connection therewith, and shall attempt to remedy such occurrence (if possible) with all reasonable dispatch, thereafter giving written notice to the other party of any cessation of such occurrence.

## GOVERNING LAW AND FORUM FOR DISPUTE RESOLUTION

Any agreement between the Company and Buyer shall be deemed to be made and entered into the State of California and shall be interpreted in accordance with the laws of that state. The Company and Buyer consent to the jurisdiction of the courts of Los Angeles County, California for adjudication of any dispute relating to or arising out of the sale or the agreement of the parties, and agree that said courts shall be the exclusive forum for adjudication of any such dispute.