

TRI-STATE SUPPLY

TERMS AND CONDITIONS OF SALE

1. These terms and conditions shall replace all terms and conditions of Buyer's order and of any proposal or quotation to buyer or any other terms and/or conditions inconsistent herewith. In the absence of a written acceptance by Buyer, an acceptance of any goods covered by buyer's order shall constitute an acceptance of these terms and conditions. No waiver, alteration or modification of these provisions shall be valid unless made in writing and signed by an authorized representative of Seller.
2. Seller will make every effort to complete shipment as indicated, but assumes no responsibility or liability for loss or damage due to delay or inability to ship, caused by acts of God, war, labor difficulties, accident, delays of carriers, subcontractors or suppliers, inability to obtain materials, or any other causes of any kind whatever beyond the control of Seller. Should shipment be held beyond scheduled date for the convenience of the buyer, the Seller reserves the right to bill immediately for the goods and to charge Buyer for warehousing, insurance, trucking charges and all other expense incident to such delay.
3. Terms of payment are shown on the reverse side hereof and shall be effective from the date of invoice. An interest charge at the lower of 1 ½% per month or the highest permissible rate shall be paid by Purchaser on any invoiced amount not paid within 30 days of date invoice Seller may withhold deliveries if Purchaser's account is more than 90 days in arrears.
4. All items or components manufactured by Seller and found to be defective or which shall fail to conform to the contract will be replaced by Seller at the point where delivery was made or Seller may, at its option, refund the delivered priced paid by the Buyer. Any claim must be presented within a reasonable period after receipt of the material (and in no event later than one year from the date of shipment). Seller must be given a reasonable opportunity to inspect and the material must not be returned except by permission of Seller. In no event shall Seller's liability exceed the purchase price of the material and Seller shall not be liable or responsible to Buyer or anyone else for any labor, expense, consequential or incidental damages, resulting loss, or for any damages, whether direct or indirect, or for any other claims and BUYER'S EXCLUSIVE REMEDY is expressly limited to the replacement or repayment provided for in this paragraph. It is understood that as to materials sold by the Seller but not manufactured by Seller, no warranty shall apply except the manufacturer's express guarantee or warranty if any, and Buyer must look to manufacturer and not to Seller. At buyer's request Seller will offer its assistance. Non-API tubular material or secondhand or used material or machinery sold by Seller as such, or material specified in Buyer's order and purchased for Buyer's account, or reconditioned material, are sold "AS IS" with no warranty whatsoever. SELLER'S LIABILITY AS STATED IN THIS PARAGRAPH IS EXCLUSIVE OF ALL OTHER LIABILITIES, IRRESPECTIVE OF THE FAULT OR NEGLIGENCE OF SELLER. NO WARRANTY AS TO CONDITION OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE SHALL APPLY. NO WARRANTIES OTHER THAN THOSE STATED IN THIS PARAGRAPH, ARE MADE, EITHER EXPRESS OR IMPLIED.
5. Purchaser is responsible for any taxes, charges or other fees presently or subsequently imposed by any law, order, regulation or ordinance of the Federal, State or Municipal governments for production, sale, use transportation, delivery of servicing of the products sold hereby.
6. Purchases may not be returned without Seller's prior written consent.
7. No order shall be subject to cancellation or modification without prior written consent of the Seller.
8. Seller assumes no responsibility if the manufacture and sale of the goods specified by Purchaser are an infringement of patent rights of other persons. Purchaser agrees to save Seller harmless for all damages, costs and defense expenses awarded against Seller for such infringement, except as to Seller's manufacturing equipment and processes.
9. To the best of Seller's knowledge goods sold under this agreement have been produced and distributed in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.
10. Stenographic or clerical errors are subject to correction.
11. The terms and conditions stated herein are the final expression of the agreement between Seller and Purchaser and are a complete and exhaustive statement of terms and conditions of such agreement. Seller hereby objects to and rejects any and all additional or different terms proposed by Purchaser, whether contained in Purchaser's purchasing or shipping release forms, or elsewhere.