



Oslin Nation Co.

MECHANICAL EQUIPMENT FOR HVAC, PROCESS, INDUSTRY

Terms and Conditions of Sale

1. All invoices are Net and due payable 30 days from date of invoice at Dallas, Texas unless otherwise indicated on our acknowledgement and/or invoice.
2. Delivery is subject to Federal and State laws and regulations, fires, strikes, disputes with workmen, floods, accidents, embargoes, delays in transportation, shortage of cars, shortage of fuel, or other material, shortage of labor and any other causes beyond the Seller's control. Seller shall not be liable for damages incurred due to non-delivery or delay in delivery.
3. Quotations and sales are F.O.B. point of shipment and title to all properties sold shall pass upon delivery to carrier, unless otherwise expressly stated. In such stated cases and in the event of damage or loss in transit, consignee must give immediate written notice to the carrier's agent at destination and to the Seller. Within five (5) days after receipt of goods, the Seller must be notified of any claims for shortages, errors in shipment or errors in charges. Quotations and sales prices do not include any charges for special parking, special vehicles, handling, or marking directions of Buyer.
4. All orders are subject to approval and acceptance by Seller's Home Office and Seller's ability to obtain and allocate, necessary materials and containers, and at prices in effect at time of acceptance. The purchase price shall be increased as provided in Paragraph 16 below.
5. Any equipment or accessories that are not specifically listed in the item description are not included. Any field service such as start-up, training, commissioning or reviewing installations are not included unless specifically listed. Taxes, rigging and unloading are not included.
6. If the Buyer fails to fulfill the terms of payment of any order between the Buyer and the Seller, the Seller may defer further shipments until such payments are made or may cancel any or all unshipped orders. The Seller reserves the right to require from the Buyer at any time satisfactory security for performance of the Buyer's obligations under any order placed with Seller and refusal or failure to furnish such security will entitle the Seller to suspend shipment until such security is furnished or to cancel the order, or orders, or the unshipped portion thereof. Seller reserves a security interest in the material which is subject of the sale until payment in full is received and the Buyer agrees to do everything necessary to preserve and perfect such interest under applicable law.
7. Guarantees of the standard quality of materials ordered are of the manufacturer of the particular item. As the user of Seller's products is beyond its control, SELLER EXPRESSLY DISCLAIMS RESPONSIBILITY FOR THEIR HANDLING USE, STORAGE, RESULTS OBTAINED OR ANY INJURY HOWEVER CAUSED, OR FOR ANY DIMENSIONS, MEASUREMENTS, LAYOUTS OR DESIGN UNLESS OTHERWISE AGREED BY SELLER IN WRITING. ALL GUARANTEES AND DIMENSIONAL DRAWINGS ARE THOSE OF THE MANUFACTURER.
8. WARRANTY WITH RESPECT TO PRODUCTS SHOWN IS VOID IF THE SERVICE CONDITIONS ARE NOT ACCURATELY AND COMPLETELY DISCLOSED TO THE SELLER.
9. All sales are final and no return of material will be allowed, without Seller's approval. If for any reason the order is cancelled, buyer shall be responsible for any and all charges applicable to said order up until date of cancellation



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10. All products and goods are furnished in accordance with these terms and conditions of sale. Seller is not obligated for any breach beyond the replacement, F.O.B. point of manufacture, of such goods as proven defective within 12 months of equipment start-up or 18 months of date of delivery of material (whichever occurs first) or the allowance of credit therefore at Seller's option when such goods are in the hands of the original Buyer and have not been misused, mishandled, or improperly installed. Replacement or credit shall be buyer's sole and exclusive remedy. The Seller shall be notified promptly of any material claimed to be defective and such material shall be subject to inspection by the Manufacturer. Disposition of any warranty claims shall be solely the decision of the Manufacturer.
11. Any taxes, excises, levies or charges which the Seller may be required to pay or collect under any existing or future law, upon or with respect to services and/or the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the materials covered herein shall be for the account of the Buyer and the quoted or otherwise applicable prices shall be increased thereby.
12. Failure of the Seller to enforce any of these conditions or to exercise any right accruing through the default of the buyer shall not affect or impair the Seller's rights in case such default continues or in case of any subsequent default of the Buyer and such failure shall not constitute a waiver of Seller's rights in regard to other or future defaults of the Buyer.
13. IN NO EVENT SHALL THE SELLER BE LIABLE FOR (1) ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY TYPE OR NATURE IN CONNECTION WITH THE BUYER'S PURCHASE AND USE OF THE GOODS HEREIN SOLD, WHETHER SAME ARISE OUT OF NEGLIGENCE, STRICT LIABILITY IN TORT, CONTRACT OR OTHERWISE, OR (2) FOR THE DESIGN OF ANY SYSTEM OF THE COMPONENTS THEREOF IN WHICH THE GOODS SOLD TO BUYER ARE INCORPORATED, OR OTHERWISE USED BY BUYER, EVEN THOUGH SELLER MAY GIVE INSTRUCTIONS OR ADVISE PURCHASER WITH RESPECT TO THE USE AND APPLICATION OF THE GOODS SOLD HEREUNDER, OR (3) FOR ANY DAMAGES OF ANY KIND WHATSOEVER FOR DELAY IN SHIPMENT OR NON-SHIPMENT OF ANY GOODS ORDERED HEREUNDER, IRRESPECTIVE OF ANY FAULT OF THE SELLER. No statement or recommendation made of assistance given by the Seller or its representatives in connection with the use of any products by the Buyer shall constitute a waiver by the Seller of any of the provisions herein or affect the Seller's liability, as herein defined.
14. There are no understandings or agreements between Buyer and the Seller relative hereto which are not fully expressed herein, and no change made herein shall be valid unless it is made in writing and signed by both parties.
15. The validity, interpretation or performance of this transaction as well as the rights and duties of the parties thereunder shall be interpreted and construed pursuant to and in accordance with the laws of the State of Texas.
16. Seller offers to sell the goods, materials, equipment or services described in strict accordance with the terms and conditions stated herein. Submittal of a purchase order by Buyer shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Buyer and Seller. Any additional or differing terms and conditions contained on Buyer's purchase order (whether or not such terms materially alter this offer) are hereby rejected by Seller and shall not become part of the contract between Buyer and Seller unless expressly consented to in writing by Seller. If the Terms and Conditions stated in a Buyer's order are inconsistent with the Terms and Conditions of Sale contained herein, the Seller's



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acknowledgement of Buyer's purchase order shall constitute a counter offer and the Buyer shall be deemed to accept these Terms and Conditions of Sale, unless Buyer notifies the Seller to the contrary in writing within five (5) days after receiving Seller's acknowledgement.

17. Prices contained in this offer to sell are firm upon receipt of buyer's written purchase order provided: (1) Buyer's purchase order is received by Seller within thirty (30) days of the submission of this offer, (2) that within one (1) month or less after receipt of Buyer's purchase order approved submittal data shall be returned to seller, and (3) that within one (1) month after receipt of approved submittal data by Seller, Buyer authorizes Seller to release for fabrication (in accordance with approved submittal data) and shipment immediately upon completion of fabrication. In the event that Buyer's release for fabrication is not received by Seller within such (2) month period, prices are subject to increase to current prices in effect at the time Buyer's release is actually received by Seller. If Buyer delays shipment by Seller after release, prices are subject to increase equal to the percentage increase in Seller's price during such period of delay.
18. ANY ACTION RESULTING FROM ANY BREACH ON THE PART OF THE SELLER AS TO THE GOODS SOLD HEREUNDER, MUST BE COMMENCED WITHIN ONE (1) YEAR AND A DAY AFTER THE CAUSE OF ACTION HAS OCCURRED OR THE GOODS ARE DELIVERED, WHICHEVER SHALL FIRST OCCUR.
19. In the event that Seller provides any field assistance to Buyer and Buyer's representative, such technical assistance shall in no way render Seller liable for the installation of the goods sold hereunder and specifically, SELLER EXPRESSLY EXCLUDES ANY WARRANTY OF THE QUALITY AND WORKMANSHIP PERFORMED BY ANY PERSON OR ENTITY INSTALLING SELLER'S GOODS WHICH ARE THE SUBJECT HEREOF.