

TERMS AND CONDITIONS OF SALE

AGREEMENT: This offer to sell and the terms and conditions on the face and reverse side hereof shall, when accepted by Buyer, contain the complete and final agreement between Buyer and Seller. Seller shall not be bound until Buyer's written acceptance is received at Seller's general sales office, Amherst, New York, and said acceptance is approved by Seller's Credit Department. If Seller's Credit Department rejects the order, any down payment shall be refunded. Buyer's acceptance must be received by the Seller within 45 days of the date of this offer and must be limited to the terms of this offer, and no agreement or other understanding in any way modifying and of the terms and conditions of this offer will be binding upon Seller unless made in writing and signed by Seller's authorized representative. After acceptance, Buyer's order or any part thereof may be terminated only upon Seller's written consent and upon payment for all work completed and in process.

SHIPMENT: Unless otherwise stated herein in writing, all items covered by this offer are sold F.O.B. place of shipment, transportation collect, and the cost of transportation shall be borne by buyer. If the items covered by this offer require a special carton or method of packing other than bulk packing, or if Buyer requests special packing, Buyer shall pay any additional costs of such packing.

RISK OF LOSS: Seller's responsibility for the items covered by this offer shall cease upon Seller's putting such items in the possession of the carrier and Buyer shall bear all the risk of loss or delay in transit. Seller shall not be responsible for loss of or damage to any of Buyer's goods or patterns in its possession by fire or other casualties beyond its reasonable control, and the same are held at Buyer's risk. It is the responsibility of Buyer to carry all forms of insurance which it deems necessary.

DELIVERY: Seller shall use its best efforts to ship all items covered by this offer on or before the shipping date specified on the face hereof or in a subsequent writing signed by Seller. However, Seller shall not be liable for loss or damage resulting from any delay or failure to make delivery of any offered item due to acts of God, war, riot, civil commotion, sabotage, governmental action, quarantine, embargo, strikes, labor disputes, fire, flood, epidemic, transportation shortages or delays, material shortages, labor shortages, drawing review or approval by Buyer of third parties, or other causes beyond the reasonable control of seller. If, when the offered items are ready for shipment, shipment is delayed through no fault of Seller, Buyer agrees to accept title to and make payment for said items as if shipped by Seller on the date they were available for shipment. Buyer further agrees to pay all storage, handling and other additional costs occasioned by such delay.

PRICES: All prices herein stated or heretofore quoted or agreed upon are subject to adjustment to Seller's prices in effect at time of shipment.

ESCALATION CHARGES: Once Watson Bowman Acme Corp. manufactures a product(s) for a specific order, and title transfer does not take place on or before the acknowledged shipment date due to customer refusal of such transfer of title, a 10% escalation charge (minimum \$500) will be added to the product(s). If Watson Bowman Acme Corp is unable to meet the acknowledged shipment date due to failure of the customer to provide approved shop drawings to Watson Bowman Acme Corp. by the acknowledged due date, A 10% escalation charge (minimum \$500) will be applied to the order to cover cost increases.

TAXES: Any taxes which Seller may be required to pay or collect, under any applicable law, upon or with respect to the sale, purchase, delivery, storage, use or transportation of any item covered by this offer, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of Buyer, who shall promptly pay the amount thereof to Seller upon demand.

TERMS OF PAYMENT: Terms of payment shall be shown on the face hereof. Unless otherwise expressly provided herein, payment shall be due 30 days from the date of each invoice, without discount. Any cash discount which may be expressly provided herein applies only to the sale price of the goods at the shipping point, and does not apply to any charges made for taxes, storage, loading, or transportation. All accounts not paid within (30) days from the date of invoice shall be charged one and one-half percent (1 W%) per month service charge together with all collection costs, including attorney's fees in the amount of twenty-five percent (25%) of the amount due. If in Seller's judgment reasonable doubt exists as to Buyer's financial responsibility, or if Buyer is past due in payment of any amount owing Seller, Seller reserves the right, without liability and without prejudice to any other remedies, to suspend performance, decline to ship, or stop any material in transit, until Seller receives payment of all amounts, whether or not due, owing to Seller, or adequate assurance of such payment.

WARRANTY: Seller warrants that the Watson Bowman Acme brand products shall be free from manufacturing defects for a period of one (1) year from the date of installation. Note: Installation date is limited to no more than six months **after** invoicing date. WBA shall have no obligation under this warranty if Owner subjects materials to improper conditions (Refer to WBA's Technical Product Data Sheets at www.wbacorp.com). WBA's responsibility and obligation under this Warranty shall become effective only upon payment in-full for the Products furnished by WBA. Buyer's sole and exclusive remedy under this warranty shall be, at Seller's option, either replacement or repair of the defective Products without charge to Buyer, F.O.B. jobsite. It is further agreed and understood that the price stated for the Seller's Products is consideration for the limitation of Seller's liability hereunder.

LIMITATION OF LIABILITY: Seller shall not be liable for incidental, consequential, general, or any other damages, losses or expenses of any kind including without limitation any damages arising out of the storage, handling, installation, use, inability to use, or unauthorized repair of any item offered by Seller hereunder. The price of offered items was a principal consideration in limiting Seller's liability as stated herein.

CLAIMS AND RETURNS: Seller may refuse to recognize any claim for under or improper shipment unless such claim is received in writing by Seller within ten days after receipt of shipment by Buyer. Seller shall either replace or allow credit for the price of any item which upon notice and investigation shall prove to Seller's satisfaction to have been under or improperly shipped. No item may be returned to Seller for any reason, except upon its prior written consent. No returns will be considered after six (6) months from the original ship date.

PERMISSIBLE VARIATIONS: All items shall be furnished subject to the customary manufacturing and commercial variations and practices of Seller. Seller reserves the privilege of shipping underages or overages of quantity in accordance with its customary practices.

TOLERANCES AND VARIATIONS: All goods shall be subject to tolerances and variations consistent with usual trade practices regarding dimension, straightness, section, composition and mechanical properties and normal variation in surface and internal conditions and quality and shall also be subject to deviations from tolerances and variations consistent with practical testing and inspection methods.

COMPLIANCE WITH LAWS: The manufacture, sale and shipment of all items covered by Buyer's order shall be subject to all applicable federal, state and local laws and regulations.

APPLICABLE LAW: This offer is made with references to the laws of the State of New York. The rights of the parties and the construction and effect of every provision hereof shall be construed according to the laws of the State of New York.

CANCELLATION: Purchaser understands the items to be provided by Seller are of a specialty nature and specifically for their project. Upon receipt of written notice of cancellation, Seller shall stop all performance hereunder except as otherwise directed by purchaser, and Purchaser shall pay to Seller: (A) the agreed unit price for acceptable goods; (B) the cost incurred by Seller directly connected with acceptable goods not delivered and work not completed prior to the date of cancellation; (C) thirty (30) percent to the cost referred to in (B) in lieu profit; and such other costs, including cancellation charge under subcontracts. Provided, however, that under no circumstances shall the total cancellation payment plus payments (B) - (D) plus the payments for (A) exceed the total price for their order.

DISCLAIMER: Any use of Company's Materials or Advice is not a substitute for the sound professional judgment of the user, and cannot anticipate all conditions or variables for any given project. Consequently, Company shall not be liable for, and you shall assume all risks of and responsibility for, all Materials and Advice, and the results from the use of products in accordance with such Materials and Advice. COMPANY MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE with respect thereto, including, but not limited to, any inaccuracy or ambiguity, or any results to be obtained therefrom. IN NO EVENT, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR OTHER DAMAGES OF ANY KIND. BASF reserves the right to make any changes according to technological progress or further developments. It is the customer's responsibility and obligation to carefully inspect and test any incoming goods. Performance of the product(s) described herein should be verified by testing and carried out only by qualified experts. It is the sole responsibility of the customer to carry out and arrange for any such testing. Reference to trade names used by other companies is neither a recommendation, nor an endorsement of any product and does not imply that similar products could not be used.