



ARTHUR PRODUCTS CO.

an LSQ Mfg Company

Terms and Conditions of Sales Agreement

Agreement. This Agreement between Arthur Products Co (APC) of Medina, Oh and Buyer for the sale of the APC products or parts covered in this invoice shall consist of the terms and conditions herein, shall constitute the entire agreement between the Parties for such sale, and shall supersede all prior oral or written representations or agreements between the Parties. This Agreement may only be modified by a written amendment signed by an authorized representative of both Parties. APC objects and shall not be bound by any additional or different terms, whether printed or otherwise in Buyer's purchase order or any other communication from Buyer unless expressly agreed to by APC in writing. Prior courses of dealing between the Parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on APC.

Safety Training. APC products are designed to use highly pressurized water to perform waterblasting operations. Misuse or improper maintenance of these products may cause damage to the product, other property damage, serious personal injury or even death. Accordingly Buyer agrees to become familiar with and follow the instructions available from APC for the safe and proper operation and maintenance of the product and to train all personnel who will use the product in the safe and proper operation and maintenance of the product in accordance with the recommended safety and maintenance practices in the operations manual or video available from APC. Should Buyer or its personnel at any time have a question regarding the proper use and maintenance of the product or the proper installation, use or maintenance of any part or accessory, Buyer agrees to contact a APC representative for further instruction.

Warranty. APC warrants its product parts to be free from defects in material and workmanship for 30 days from the date of invoice. This warranty covers only metal parts sold individually or as part of an assembled waterblasting unit. This warranty does not cover damage due to normal wear and tear; misuse or failure to use or maintain a part or product in accordance with operating or maintenance instructions furnished by APC; improper installation by Buyer or alteration of a part or accessory; or use of an unauthorized or non-standard part or accessory. Items not manufactured by APC are covered only by the warranty of the actual manufacturer. **APC EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.**

Warranty Service. During the warranty period, APC will provide warranty service for any covered part or product returned by Buyer to APC, shipping prepaid by Buyer, for inspection by APC, and such inspection reveals a defect in material or workmanship. APC will then, at its option, repair or replace the part or product and reship to Buyer F.O.B. APC's warranty service center, or refund the purchase price for the part or product. Buyer bears the risk of loss or damage to the part or product during shipment to and from APC.

Limitation of Liability. Buyer's sole remedy for breach of warranty shall be as set forth above. **APC SHALL NOT BE RESPONSIBLE FOR LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL APC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCT EXCEED THE PURCHASE PRICE OF THE PRODUCT.** Buyer shall defend and indemnify APC against any expense, loss, suit or damages caused by any act or omission of Buyer in the use or maintenance of a APC product, part or accessory.

Toll Free: 1.800.322.0510
Phone: 1.330.725.4905
Fax: 1.330.722.2698



E-Mail: apc@apclsq.com
Web: www.arthurproducts.com



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Price/Credit/Payment. Except for a price quotation, which is valid for 30 days, APC may change its pricing without prior notice. Prices quoted for the manufacture of any non-standard item will be an estimate only and actual prices will be known only after the completion of the product. APC may establish credit limits as it sees fit and may require the submission of a credit application at any time. Orders will be shipped on open account only to Buyers whose credit has been previously approved by APC. Unless APC and Buyer have agreed to other terms, all invoices are due 30 days from invoice date. A finance charge will be assessed at the rate of 1.5% per month thereafter on unpaid invoices. Buyer will indemnify APC for all costs incurred by APC, including attorney's fees, to collect any past due account of Buyer.

Shipping. All shipments are made F.O.B. APC's factory and risk of loss passes to Buyer upon delivery to the carrier. Freight charges prepaid by APC will be added to Buyer's invoice. Freight charges on certain shipments (e.g. "Express Mail", "Insured Mail", and certain others) may require special handling by APC, and APC reserves the right to charge a minimum \$25.00 additional handling fee on these shipments. Where this charge applies, APC will so inform the Buyer at the time of the order is placed and/or method of shipment is agreed upon. Unless specifically instructed by Buyer otherwise, APC will insure all shipments on Buyer's behalf for either the full value of the transaction or the minimum insurance amount offered by the carrier, whichever is less. Should the value of the transaction exceed the minimum insurance coverage, Buyer shall bear the risk of uninsured loss.

Taxes. Prices are exclusive of all taxes relating to the sale. Buyer is responsible for payment of all taxes, whenever imposed, regardless of whether taxes are stated in this invoice, including any related penalty, interest or other expense. Buyer shall indemnify APC for any tax liability of Buyer paid by APC. APC, at its option, may at any time separately bill Buyer for any taxes not included in APC's invoice and Buyer shall pay such taxes, or in lieu thereof, shall provide Seller with a tax exemption certificate acceptable to taxing authorities.

Claims/Returned Goods. Short shipments, damage, or defective goods must be reported to APC promptly upon receipt of shipment. No parts or products may be returned without prior approval of APC. If a delivery is incorrect due to APC error, any product shipped in error may be returned provided the goods are in resalable, like-new condition, and the correct item will be shipped to Buyer. If a standard item was incorrectly ordered by Buyer, Buyer may return the item at its expense provided the item is in resalable, like-new condition. APC will promptly ship the correct item but may charge a fee for restocking the returned item equal to 20% of its price. Non-standard items, and customer drilled nozzles incorrectly ordered by the customer may not be returned. In all cases, the decision of APC is final.

Repair Policy. APC will repair an item only at its option, and only after first inspecting the item to determine reparability. All cost and risk associated with shipping the item to APC for inspection will be Buyer's responsibility.

Governing Law. This Agreement shall be governed by the laws of the State of Ohio. Venue for any dispute between the Parties that arises under this Agreement must be filed in a state or federal court in either Medina County, Ohio.

Acceptance. Buyer has read and understands the foregoing and indicates its acceptance of the terms and conditions for this transaction by its receipt and acceptance of the parts and/or products listed in the invoice.

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