



Terms and Conditions

1. Definitions:

- A. "Company" means Patton Myhre Sourcing, LP.
- B. "Customer" means the purchaser of goods and/or services from the Company.
- C. "Goods" means articles, goods and services to which this document applies.

2. Contract:

These Terms and Conditions will apply to all sale contracts and transactions between Company and Customer. A sale contract shall be formed upon the Company's receipt of Customer's purchase order, which such purchase order must be in compliance with the provisions and specifics of Company's Quotation, and the creation by Company of an internal sales order; notwithstanding that the internal sales order is not communicated to Customer. No variation, waiver, amendment or addition to the Company's Quotation or these Terms and Conditions shall be valid unless agreed in writing by an authorized representative of the Company.

3. Quotations:

All quotations by Company are valid for thirty (30) days from the date of the quotation, unless earlier revoked by Company. No quotation by the Company nor the publication by Company of any other document shall place Company under any duty or liability to the Customer until a Company sales order is issued.

4. Price:

Unless stated otherwise on Company's Quotation:

- A. All prices quoted are exclusive of installation, freight, packaging and taxes.
- B. All prices are FOB point of shipping.
- C. The Customer shall be obligated for and shall pay directly, either to the taxing authority or by way of reimbursement to Company, for all excise taxes, use taxes, sales taxes, business privilege taxes or other assessments which may be due and owing to any federal, state or local taxing authorities by reason of the sale of any Goods to Customer, and Customer agrees to indemnify and hold Company harmless therefrom. The Customer is responsible for remitting all taxes outside the state of Texas. All of the foregoing shall be in addition to the quoted sales price.
- D. The contract price shall be paid by the Customer within thirty (30) days of the invoice date (unless stated otherwise by Company). Any goods delivered in separate installments may be billed by Company in separate installments and payment shall be due accordingly. **Upon the event that any payment due by Customer is not paid when due, the amount outstanding shall bear interest at the rate of 1.5% per month until paid.**

5. Cancellation and Modification of Orders:

No order may be cancelled or modified by the Customer unless requested in writing and accepted by Company in writing, including terms of repricing and delivery.

6. Delivery:

- A. The delivery dates stated are only approximate, and are not conditions of the sale contract and are contingent upon the receipt of all payments due and information required to proceed with the order without delay. Any delay by Customer, its contractors or its representatives in supplying Company with plans, specification, directions or other information required to complete and deliver the Goods will extend the delivery date by an amount of time equal to such delay on the part of Customer.
- B. No order may be delayed or rescheduled by the Customer unless agreed to by the Company in writing.
- C. In the event of such agreed delay or rescheduling, the price of the Goods shall be subject to increase, and the Customer may pay any storage charges or other charges required to safeguard the Goods. The Customer agrees to pay the Company's invoices for the Goods (or, if not completed, that portion of the Goods which is ready for delivery) as though delivery were made on the original estimated date of delivery.



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7. Warranties and Disclaimers:

COMPANY WARRANTS THE GOODS AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP EITHER (A) FOR A PERIOD OF 18 MONTHS FROM THE DATE OF DELIVERY OF THE GOODS OR (B) FOR A PERIOD OF 12 MONTHS FROM THE DATE OF INSTALLATION OF THE GOODS, WHICHEVER FIRST EXPIRES. CUSTOMER'S REMEDIES UNDER THIS WARRANTY ARE LIMITED TO REPAIR OR REPLACEMENT OF THE GOODS, AT THE COMPANY'S PREMISES OR THE PLACE OF INSTALLATION OF THE GOODS, AT COMPANY'S OPTION, OF ANY DEFECTIVE PARTS MANUFACTURED BY THE COMPANY OR DEFECTIVE WORKMANSHIP OF THE COMPANY. IF IT IS DETERMINED THAT THE WARRANTY HAS BEEN PROPERLY INVOKED BY CUSTOMER AND THAT COMPANY IS LIABLE THEREUNDER, COMPANY WILL PAY FOR ANY FREIGHT AND SHIPPING COSTS OF DELIVERING THE GOODS TO AND BETWEEN CUSTOMER'S AND COMPANY'S PLACE OF BUSINESS. OTHER THAN THE FOREGOING, COMPANY MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, IN REGARD TO THE GOODS. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY COMPANY AND ARE EXCLUDED FROM THIS AGREEMENT. COMPANY SPECIFICALLY DISCLAIMS LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES, DIRECT OR INDIRECT, LOSS OF USE AND

LOSS OF PROFITS. THE ABILITY OF COMPANY TO DISCLAIM WARRANTIES MAY BE LIMITED IN SOME JURISDICTIONS. TO THE EXTENT THAT ANY LIMITATIONS SHOULD APPLY, THE REMAINDER OF ALL OTHER RESTRICTIONS AND LIMITATIONS SET FORTH HEREIN SHALL NEVERTHELESS APPLY. NO PRIOR OR SUBSEQUENT ORAL STATEMENT OR REPRESENTATION MADE BY COMPANY OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES SHALL BE BINDING UPON COMPANY AND THIS AGREEMENT CONSTITUTES THE EXCLUSIVE AND ENTIRE AGREEMENT BETWEEN COMPANY AND CUSTOMER REGARDING WARRANTY.

THE WARRANTY IS SPECIFICALLY CONDITIONED UPON THE FOLLOWING:

- A. Receipt of written notice from the Customer of claimed defects within the warranty period.
- B. Reasonable opportunity of Company to inspect such defects.
- C. Payment of the entire purchase price.
- D. The Goods having been installed, erected or operated in conformity with any instructions provided to Customer by Company, if applicable, and the Goods having been used in normal use and service for the purpose for which they are designed, having received normal and periodic maintenance, having not been subjected to misuse, negligence or accident and having not been altered or repaired by anyone other than Company's representatives in any respect with affects its condition or operation.
- E. The Company's obligation pursuant to this warranty against defects in materials and workmanship shall terminate if Customer undertakes repair or replacement of alleged defective parts without the prior written consent of the Company.
- F. The Company shall not be held responsible for errors in drawings, specifications or samples after they have been submitted or approved by the Customer or its representative.