

KINETICS NOISE CONTROL

Terms and Conditions of Sale

PRICES

Catalog prices are firm until revised. Orders received after the effective date of catalog price revisions will be accepted at the price in effect at the time the order is received by Kinetics Noise Control (KNC).

QUOTATIONS

Quotations are firm for a period of sixty (60) days from the date of the quotation. Orders received after the quotation expires will be rejected unless the purchaser agrees to the price in effect at the time the order is received by KNC.

PRICE PROTECTION

Prices and quotations are firm, provided shipment is made within six (6) months from the date the order is accepted by KNC. Shipments made after six (6) months will be invoiced at the price in effect at the time of shipment.

ACCEPTANCE

All orders are subject to acceptance by KNC at Dublin, Ohio, and are not binding on KNC unless and until so accepted. Acceptance of an order constitutes a complete and binding contract governed by the laws of the State of Ohio.

MINIMUM ORDER

Minimum order policy for all products is \$100 Net plus freight, taxes and expediting fees on open account from customers known to Kinetics Noise Control, Inc. or with satisfactory credit rating on commercial books.

DELAYS

Shipment and delivery dates are estimated dates only. KNC shall not be liable for any expenses, loss or damage resulting from delay or prevention of performance caused by fires, floods, Acts of God, strikes, labor disputes, labor shortages, inability to secure materials or equipment or manufacturing facilities, riots, thefts, accidents, transportation delays, acts or failure to act of Government or of Purchaser, major equipment breakdown, fuel shortages, or any other cause whatsoever whether similar or dissimilar to those enumerated above, beyond the reasonable control of KNC.

CANCELLATION

Purchaser may cancel prior to shipment, all or any portion of an order by giving KNC written notice by certified mail. On receipt of the cancellation notice, work will be stopped as promptly as is reasonably possible, and the purchaser will be invoiced for and will pay KNC a cancellation charge computed on the basis of established prices for all completed items. Incomplete items will be invoiced at full cost incurred by KNC plus an additional 35%.

FREIGHT

All orders will be shipped FOB KNC's plant, freight collect. At the purchaser's request freight charges will be billed directly to the customer by the carrier.

At the purchaser's request the Freight carrier will be notified to call before delivery, to call for specific delivery instructions, etc. Accessorial charges levied by the freight carrier will be added to the invoice.

Inland freight, air and ocean freight shipments for delivery to a destination outside the Continental United States will be handled in accordance with arrangements made with the Export Department.

TERMS

Invoices are due and payable to KNC in thirty (30) days from the date of the invoice. Cash discounts are allowed only on the sales price of the material, excluding transportation costs and other add on charges. KNC will show on the invoice the percentage of cash discount allowed. Purchaser will not be allowed a cash discount on any invoice while any past due invoice remains unpaid. A monthly service charge will be assessed on invoices over 30 days.

TAXES

All applicable taxes are for the account of the purchaser.

CLAIMS

Claims for shortage must be made in writing to KNC and the carrier within fifteen (15) days after receipt of the product. Claims for loss or damage in transit must be filed by the purchaser with the transportation company. KNC will pack the products for shipment with reasonable care and using normal packing material. However, KNC assumes no responsibility for loss or damage to the products during shipment. KNC is willing to assist the purchaser in every possible manner to collecting claims for loss or damage, but the responsibility for presenting and collecting claims and the responsibility for loss is with the purchaser.

RETURNED GOODS

Products may not be returned without prior written approval by an authorized employee of KNC Stock items, designated "S" on the price Pages may be returned, prepaid, and are subject to a restocking charge. Products other than those designated "S" and products of special manufacture are not returnable.

WARRANTY

KNC warrants to the original purchaser that all products are free from defects in material or workmanship for one year from the date of shipment by KNC which are used under normal working conditions. Any product which is portable must be returned to the factory prepaid, and which upon examination appears to KNC's satisfaction to be defective shall be repaired or replaced at KNC option. Any repairs or expenses made outside of KNC's factory are for the customer's account unless KNC has given written approval. "THE FOREGOING WARRANTY AND REMEDY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, SPECIFICATIONS, WARRANTIES AND REMEDIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIED OF INTENDED PURPOSE, THE REMEDY SPECIFIED REPRESENTS THE SOLE LIABILITY OF KNC AND THE SOLE REMEDY OF THE PURCHASER WITH RESPECT TO OR ARISING OUT OF THE EQUIPMENT OR SERVICES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE."

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this contract, in no event shall KNC be liable, whether arising under performance of this contract or breach of this contract, tort, including negligence and strict liability, or otherwise, for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruptions, cost of money, loss of use of capital or revenue, or for any special, incidental or consequential loss or damage.

LIMITATION OF LIABILITY

KNC's liability on any claim of any kind, including negligence or strict liability, for any loss or damage arising out of or relating to this contract shall in no case exceed the contract price of the part or parts giving rise to the claim.

GENERAL

The provisions stipulated herein supersede any communication expressed or implied, written or verbal, between the parties thereto, and shall constitute the sole and entire agreement. No modification shall be made by either party, unless it is in writing and duly accepted by KNC and the purchaser. KNC's failure to object to provisions contained in the purchaser's purchase order or other communications shall not be deemed a waiver of the terms or conditions hereof nor acceptance of such provisions. The purchaser assumes all risks and liability for all loss, damage, or injury to person or property resulting from the use of the product KNC assumes no liability for consequential, special, or incidental damages.

Terms and conditions of sale are subject to change without notice.

Signature _____

Date _____

Name (print) _____

Title _____