

ORDERING INSTRUCTIONS AND TERMS OF SALE

EFFECTIVE SEPTEMBER 4, 2007

LIMITED WARRANTY MAASS-MIDWEST MANUFACTURING COMPANY (hereinafter called "the company") warrants the products described herein and manufactured by it to be free from defects in material or workmanship for a period of **ONE YEAR** from date of shipment by the company under normal use and service, provided the products are installed and used in accordance with any applicable instructions or limitations issued by the company. The obligation under this warranty is limited to replacing or repairing, without charge, any part manufactured by the company proven to have been defective at time of shipment, and is expressly conditioned on the Purchaser's giving the company immediate written notice upon discovery of the defect. The company shall have the option of requiring the return of the defective material (transportation prepaid) to establish the claim.

This warranty shall not apply to parts or products not manufactured by the company, the warranty of such items being limited to the actual warranty extended to the company by its supplier.

This warranty shall not apply if the product has been altered or repaired by others, and the company shall make no allowance or credit for such repairs or alterations unless authorized in writing by the company.

The foregoing warranty is the only warranty applicable to the products described herein and any previous agreements, representations or warranties, oral or written, are hereby cancelled. **NO OTHER EXPRESSED OR IMPLIED WARRANTIES SHALL APPLY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.**

The company's total responsibility for damages whether arising in contract or tort arising out of or relating to its performance of this contract or the products covered hereunder shall be limited to the contract price for the product. In no event shall the company be liable for any incidental or consequential damages such as lost profits, loss of use of productive or other facilities or equipment or lost production or expenses incurred in reliance on the company's performance whether suffered by buyer or any third party. Nothing in this paragraph shall in any way be construed to affect the liability the company may have for personal injury or death of any third party.

PRODUCT CHANGES. The right is reserved to make changes in pattern, design or materials when deemed necessary, without prior notice. Products which have become obsolete by reason of design change or discontinued as a manufactured item may not be returned for credit.

COMPLAINTS. concerning defective goods or errors should be made at once to the Huntley, Illinois office.

RETURNED GOODS. Materials may not be returned unless consent has first been obtained in writing from the Huntley, Illinois, office.

A restocking charge of 20% of invoice cost will apply on all returned goods.

RESPONSIBILITY. We will not be responsible for delays resulting from strikes, accidents, shortages of raw materials or component parts, transportation problems, including negligence of carriers, weather, or other causes beyond the company's control.

RISK All goods are at the risk of the purchaser after they have been delivered by the company to the carrier F.O.B. point of shipment and receipt obtained for same (in good order).

ORDERS, CONTRACTS and ACCEPTANCE. The company's acceptance of an order is expressly conditioned upon the buyer's consent to the terms contained herein. By placing an order, the buyer thereby manifests consent to the terms and conditions contained herein.

WHEN ORDERING MATERIAL, please use trade number, size and other definitive information necessary.

PLEASE ORDER BY STANDARD PACKAGED QUANTITIES as shown in the catalog. When quantity is not shown, item is packaged individually or in bulk.

SPECIAL PRODUCTS. Products made to customer's specifications are not returnable or refundable. Requests for cancellation of such orders will not be granted if the manufacture of the product is in process or if the material necessary to manufacture the product has been purchased when the request reaches the home office.

ERRORS, SHORTAGES, ETC. Claims for errors, shortages, etc. must be made on receipt of goods, otherwise no allowance will be made.

PRICES AND QUOTATIONS. Orders will be invoiced at the prices in effect at the time of shipments. Unless otherwise specified, prices are F.O.B. point of shipment. All prices and quotations are subject to change without notice. Items not listed in this catalog will be quoted on application.

MINIMUM INVOICE. A minimum charge of \$100.00 list will be made on each purchase to cover packing, shipping, order processing, billing and other handling expenses.

TAXES. Any tax that may be imposed by law on the sale of articles made or sold by this company shall be added to the sale price of such articles.

TERMS 2% 15 days, Net 30 days.

IT IS THE CUSTOMER'S RESPONSIBILITY FOR ORDERING PROPER PRODUCT
TO MEET LOCAL, STATE AND FEDERAL CODE REGULATIONS



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