

Terms and Conditions, Beaver Equipment Specialty Company, Inc.

General

Customer's order is binding only when accepted in writing at the principal office of Beaver Equipment. The terms and conditions of sale are only those stated below. If any other terms and conditions are in Customer's order, they are hereby rejected unless independently approved in writing by our authorized representative. The parties agree there are no agreements between the parties, oral or written, with respect to the goods sold hereunder (including any made or implied from past dealings) except as expressed herein.

Shipping dates are estimates only and are not guaranteed. We will attempt to make shipments as scheduled and may make partial shipments. However, the completion of the order is subject to acts of God or the public enemy, fires, floods, severe weather, delays caused by governments (including government priorities, preferences or allocations), delays of suppliers in furnishing materials and services, and any other causes beyond our control.

Prices quoted, unless otherwise stated, are F.O.B. factory and do not include sales, use, excise or similar taxes or duties. Customer will pay these items directly if the law permits or will reimburse us if we are required to pay them. Customer will provide tax exemption certificates or evidence of tax payment on request.

Invoices will be sent to the customer when the equipment is shipped. In cases of billable work performed prior to shipment of equipment, or split shipments, invoices will be sent when the task has been completed or the partial shipment made. Payment is due and payable 10 days from the date of invoice.

In the event credit has not been established we reserve the right to require payment in advance of shipment. Any amounts not paid when due shall bear interest at the rate of 1 1/2% per month or at the highest rate permitted by law (whichever is less), from the date of shipment until paid. We reserve a purchase money security interest in each item shipped, which will be satisfied by payment in full. We have the right to file a copy of this document as a financing statement.

Customer's order will be deemed a representation that Customer is solvent and able to pay for the items ordered. If Customer fails to make payments when due or if bankruptcy or insolvency proceedings are instituted by or against Customer, or if Customer makes an assignment for the benefit of creditors, Customer will be deemed in default and we will have the right to terminate our obligations by written notice to Customer, but such termination will not affect Customer's obligation to pay for items delivered and work in progress.

No goods may be returned without prior written approval of Beaver Equipment. Orders placed with and accepted by us may not be canceled except upon our written consent prior to shipment and Buyer's acceptance of our cancellation charges, which shall protect us against all costs and losses. We reserve the right to cancel any sale hereunder without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

We reserves the right to discontinue the manufacture of, or change or modify the design and/or construction of the goods sold pursuant to this document, without incurring any obligation to Buyer.

Title and Damage in Shipment

All items should be inspected and tested as soon as received. If any damage is discovered, a claim should be filed with the carrier. A full report of the damage should be forwarded to us so that we can arrange for repair or replacement.

If this sale is F.O.B. factory, title to items passes to Customer when delivered to carrier, and we are not responsible for damage or loss in transit. We can arrange for in-transit insurance at Customer's expense, but will not do so without Customer's written instructions. If this sale is F.O.B. destination, title to items passes upon tender of delivery by carrier to Customer, and if items are damaged we must receive Customer's claim for loss or damage in transit within ten (10) days after receipt of shipment, which must be signed by the carrier.

Warranty

All items that we manufacture are warranted, when paid for and properly installed, operated and maintained, to be free from defects in material and workmanship. The warranty period is one year from the date of installation by the first user of the goods, or eighteen (18) months from the date of shipment to the first user, whichever occurs first. No warranty is given for goods which have been subject to misuse, improper installation, corrosion, or which have been modified or repaired by unauthorized persons. We must receive written notice of defect within the warranty period. Our liability is limited to servicing or adjusting any item supplied under this contract. If a fault has been caused by improper installation, maintenance or use, or by abnormal conditions of operation, repairs will be billed at normal rates. If any fault develops, the following steps should be taken: Notify us by giving the item model number, serial number and details of the difficulty. On receipt of this information, we will determine the best available way to solve the problem and implement the solution. WE DISCLAIM STATUTORY AND IMPLIED WARRANTIES, SUCH AS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. WE ALSO DISCLAIM ALL WARRANTIES REGARDING ANY ANCILLARY SERVICES RENDERED.

Use of Drawings

Any drawings submitted herewith are to show only the general style, arrangement, and approximate dimensions of the goods offered. No work is to be based on drawings unless the drawings are certified. In no event will manufacturing or proprietary drawings be supplied.

Limitation of Damages

IN NO EVENT SHALL BEAVER EQUIPMENT BE LIABLE, IN CONTRACT, TORT, STRICT LIABILITY, LAWS RELATING TO THE PROTECTION OF THE ENVIRONMENT, OR UNDER ANY OTHER LEGAL THEORY, FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER WE WERE INFORMED ABOUT THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL OUR LIABILITY EXCEED AN AMOUNT EQUAL TO THE SALES PRICE.