

W.E. MARSHALL COMPANY

TERMS AND CONDITIONS

THE TERMS AND CONDITIONS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS IN ANY FORMS DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS DESCRIBED IN W.E. MARSHALL COMPANY'S INVOICE OR OTHER W.E. MARSHALL COMPANY DOCUMENTATION, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS.

These Terms and Conditions constitute a binding contract between Customer and W.E. Marshall Company.

TERMS OF PAYMENT

Net 30 days for payments by check, wire, ACH. All other payment methods are due upon shipment. All orders subject to approval of credit. All orders paid in cash should be payable in US Dollars. The finance charge on Past Due Balances is computed by a periodic rate of 1.5% per month (Annual percentage rate of 18%).

All quotes are for immediate acceptance and expire after thirty (30) days unless otherwise stated in writing.

STANDARD WARRANTY

W.E. Marshall Company will convey to the Purchaser the manufacturer's warranty that applies to the purchased goods.

This warranty does not obligate W.E. Marshall Company to bear the cost of labor or transportation charges in connection with the replacement or repair of defective parts without approval by the Office Manager of W.E. Marshall Company prior to the time repairs are made. The obligation under this warranty may be limited to the repair or replacement of parts F.O.B. its factory provided that upon inspection at such point they shall be determined by W.E. Marshall Company to have been defective in material or workmanship.

If W.E. Marshall Company agrees that circumstances require the replacement or repair of defective parts on the jobsite, after a W.E. Marshall Company representative has determined that a warranty situation does exist, and that no revisions or alterations have been made to the equipment by others, a W.E. Marshall Company representative will implement the required process in order for that repair to be completed.

W.E. Marshall Company does not assume responsibility for the accuracy of product information generated by a manufacturer that is presented or reprinted by us for your convenience.

Acceptance of the material from a common carrier constitutes a waiver of any claim against W.E. Marshall Company for delay or damages in transit.

Seller makes no warranty of any kind whatsoever, expressed or implied, unless expressly set forth in writing. No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation, or warranty concerning the goods that we sell beyond that specifically included in writing.

W.E. Marshall Company shall not be responsible for exemplary or consequential damages.

SHIPMENT

Shipment quoted is effective as of proposal date and will be confirmed upon receipts of order, subject to availability of materials and production space. W.E. Marshall Company shall not be held responsible for delays due to causes beyond W.E. Marshall Company's control such as strikes, riots, carrier delays, manufacturer's delays, etc.

All freight charges are billed to Purchaser. All merchandise becomes the property of the Purchaser upon delivery to the carrier.

Delivery terms are F.O.B. shipping point, unless otherwise noted. Unless specific shipping instructions are given, we will use our judgment to determine the most satisfactory routing.

In the event a package becomes lost or damaged in shipment, please make appropriate notations on your delivery receipt before signing. If the carrier is a truck line, obtain an inspection report immediately. Contact W.E. Marshall Company for additional information.

TAXES

Sales, Use, property or similar taxes arising out of or relation to this order or the goods delivered are not included in the prices, except as otherwise specifically stated in the invoice. All such taxes are the responsibility of the Buyer, and the Seller shall have the right at any time to bill separately to the buyer any such tax, which the seller may be called upon to pay.

INSTALLATION

Equipment shall be transported, installed and connected at Purchaser's risk and expense.

RETURNS POLICY

All returns must have prior approval. For returns authorization, please contact us at (770) 339-2888. Return shipping cost will be the responsibility of the Buyer. Some products may incur a restocking charge. To ensure proper sizing and selection of your product in advance, please contact us for assistance.