



# GULF CONTROLS COMPANY, LLC

## TERMS AND CONDITIONS

### WARRANTY

(A) Seller warrants that each item described herein shall, upon delivery, be free from defects in material and workmanship. Seller makes this warranty derivatively and in reliance upon the warranty of Seller's manufacturer or supplier covering such item. Seller's obligation in this respect is limited (at Seller's election) to: (1) furnishing, on an exchange basis, a replacement of or repairing an item which has been reported by Buyer as having been (in Buyer's judgement) defective, and is so found by Seller upon inspection, or (2) refunding to Buyer (or crediting Buyer with) the purchase price of such item. Seller's obligation under this paragraph (A) is conditioned upon Buyer's (1) notifying Seller in writing of each defect asserted by Buyer within sixty (60) days after delivery of an item, stating such particulars as may be reasonably necessary to notify Seller of each asserted defect, (2) submitting proof as may be reasonably required by Seller that an asserted defect is within Seller's warranty under this paragraph (A), and did not result from acts or omissions of Buyer, and (3) delivering, at Buyer's expense, to Seller's distribution facility at Tampa, Florida, each item in respect of which a defect is asserted.

(B) SELLER'S WARRANTY AS SET FORTH IN PARAGRAPH (A) IS EXCLUSIVE OF, IS IN LIEU OF, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS. Seller's obligations as set forth in paragraph (A) shall be Seller's sole obligations in the event of a breach of Seller's express warranty in paragraph (A). BUYER WAIVES AND RELEASES ALL OTHER RIGHTS AND REMEDIES AGAINST SELLER WITH RESPECT TO DIRECT DAMAGE AND WITH RESPECT TO LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, INCONVENIENCE, DELAY, OR OTHER INDIRECT, SECONDARY OR CONSEQUENTIAL DAMAGE, HOWEVER OCCASIONED, AND WHETHER OR NOT GROWING OUT OF OR BASED ON SELLER'S NEGLIGENCE, ACTUAL OR IMPUTED.

(C) Seller shall not in any event, be liable in respect of any loss, damage, or expense, if caused or contributed to by: (1) any failure on Buyer's part to conform to manufacturer's, supplier's, or Seller's specifications or instructions; (2) any misuse, abuse, accident, improper installation or alteration, or other act or omission of Buyer; (3) any failure on Buyer's part to consult with personnel (of Buyer's selection and at Buyer's risk and expense) having the competence and skill to interpret and advise with respect to engineering and technical specifications and data; (4) any failure on Buyer's part to inspect and/or test any item or any article of which

an item is (or is to become) a component; (5) any Act of God, governmental intervention, labor stoppage, civil commotion, armed conflict, casualty, or other cause or conditions beyond Seller's reasonable control.

(D) If any item described herein is determined (by final judgment of a court of competent jurisdiction) to be a "consumer product" as that term is defined in the Magnuson Moss Warranty – Federal Trade Commission Improvement Act, Seller's warranty as set forth in paragraph (A) shall be deemed to be "SELLER'S 60-DAY LIMITED WARRANTY" and, if Seller shall elect to repair or replace an item pursuant to such warranty, such replacement or repair shall be effected without charge.

### OTHER

(A) We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.

(B) All claims for shortages or damage must be made in 30 days.

(C) No returns without our written authorization.

(D) All claims for material damaged in transit shall be made to carrier by Buyer.

(E) BY ACCEPTING DELIVERY OF THE ITEM(S) DESCRIBED HEREIN, BUYER THEREBY ASSENTS TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, NOTWITHSTANDING AND IRRESPECTIVE OF ANY TERMS AND CONDITIONS IN BUYER'S PURCHASE ORDER OR OTHER PURCHASE DOCUMENT INCONSISTENT WITH THOSE HEREIN STATED.

(F) Delivery by Seller to a carrier of the item(s) described herein shall constitute delivery to the Buyer.

(G) The terms and conditions set forth herein cannot be modified, waived or released except by a writing duly signed by Seller and Buyer.

(H) These transactions shall be governed by the laws of the State of Florida as effective and in force at the date hereof.

(I) 1<sup>1</sup>/<sub>4</sub>% PER MONTH (15% PER ANNUM) SERVICE CHARGE WILL BE ADDED TO INVOICES NOT PAID IN 30 DAYS AFTER INVOICE DATE.