

CONDITIONS OF SALE

1. If Buyer shall fail to comply with any provision or shall fail to make payments in accordance with the terms of this contract or of any other contract between Buyer and Seller, Seller may at its option defer further shipments or without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right before making any delivery to require payment in cash or security for payment. If Buyer fails to comply with such requirement, Seller may terminate this contract.
2. Title to the products sold hereunder shall pass to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or reassign such shipment to any destination other than specified in the bill of lading without permission of Seller in any case where freight rates are used in determining prices. Unless otherwise agreed Seller reserves the right to select the mode of transportation.
3. Seller shall not be responsible for the results of any technical advice in connection with the design, installation, or use of the products sold hereunder.
4. If the Buyer terminates this contract before it is fully performed by the Seller, the Seller shall have all rights and remedies provided by law.
5. Failure of either party to enforce any right hereunder shall not waive any right in the respect of other or future occurrences.
6. Unless otherwise specified and agreed upon, all materials shall be furnished subject to the Seller's practices tolerances and variations. The Seller reserves the privilege of shipping overages or underarms of weight, length, size and/or quantity in accordance with such of the Seller's standard practices may be applicable to the material to be furnished on account of this order.
7. Changes in specifications are subject to approval of Seller: requests for such approval are to be furnished at least 30 days before scheduled date of shipment.
8. In addition to the price stated herein, Buyer agrees to pay to the Seller the amount which, with respect to any undelivered portion of this contract, the Seller is required to pay to the Federal Government or to any State, or is required to assume, an account of legislation or administrative orders not now existing.
9. In addition to the price stated herein, Buyer agrees to pay to the Seller interest on accounts past due at 1.50% per month or the maximum allowable interest rate by applicable law, whichever is lower; all collection costs including attorney's fees, court costs, and other costs involved in the collection of any accounts past due.
10. Deliveries are subject to delay on account of labor disputes, floods, fires, marine disasters, failure of transportation facilities, war, or laws, rules, regulations or orders of any Government, or any other causes whatsoever beyond Seller's control. Any delay in arrival of material for fulfillment of this contract on account of such causes beyond Seller's control subjects deliveries under this contract to a similar delay.
11. Default, delay, or defect in any one or more deliveries shall not affect the balance of this contract.
12. SELLER WARRANTS THE GOODS COVERED BY THIS ORDER TO BE MERCHANTABLE. BUYER AND SELLER AGREE THAT NO WARRANTIES AS TO FITNESS FOR ANY SPECIFIC PURPOSE, APPLICATION, OR USE, OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED HAVE BEEN MADE OR SHALL APPLY. Seller shall not be liable for any special or consequential damages for breach or warranty, whether express or implied, including without limitation any expense for the use, handling, or sale of defective products. Seller's sole liability and Buyer's exclusive remedy for breach of any warranty, being expressly limited at Seller's option, to the repair of defective products or the replacement thereof at the original f.o.b. point or the repayment of the purchase price. Any claim for breach of warranty shall be deemed waived unless Buyer shall give Seller written notice of such a claim promptly after delivery of products and in no event later than 60 days after delivery and shall give Seller reasonable opportunity to investigate such claim and inspect the products. Replacement of defective products or repayment of the purchase price shall be made only upon return thereof (or such other disposition as designated by Seller) after inspection by Seller and Buyer's compliance with written shipping instructions from Seller.

The giving of or failure to give any advice or recommendation by Seller shall not constitute any warranty by or impose any liability upon Seller. BUYER AFFIRMS THAT HE HAS NOT RELIED ON SELLER'S SKILL AND JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND DESCRIPTION ON THE FACE HEREOF.
13. This contract expresses the entire agreement between the parties and any changes hereof must be in writing. The provisions hereof shall control in the event of any conflict between the terms hereof and any other terms whether set forth orally or in writing in any communication between the parties.
14. THE PRICES HEREIN NAMED OR HERETOFORE QUOTED ARE SUBJECT TO ADJUSTMENT TO THE SELLER'S PRICES IN EFFECT AT THE TIME OF SHIPMENT. THEY SHALL NOT EXCEED THE MAXIMUM PRICES ALLOWED BY GOVERNMENTAL AUTHORITY IN EFFECT AT THE TIME OF SHIPMENT.
15. All sales are subject to all applicable state and local taxes.

THE BUYER'S RECEIPT OF THIS ACKNOWLEDGMENT SHALL CONSTITUTE AN ACCEPTANCE BY THE BUYER OF ALL THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO IN THE SELLER'S QUOTATION AND ON THIS AND THE OTHER SIDE HEREOF OTHER THAN ANY TERM OR CONDITION TO WHICH THE BUYER SHALL PROMPTLY EXCEPT BY SPECIFIC WRITTEN OBJECTION.

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