

## TERMS AND CONDITIONS OF SALE

1. **Sale of goods** covered is expressly conditioned upon the terms and conditions contained in or referred to herein, including those contained in any attachments hereto. Any additional or different terms or conditions set forth in the buyer's purchase order will not be binding upon All Control Enterprises (Company) unless specifically assented to in writing by and authorized representative of Company's management. The buyer's issuance of an order in response to Company's quotation shall be deemed an acceptance of the terms and conditions of sale herein.
2. **ORDERS:** All orders received by All Control are subject to acceptance by Company. If the buyer requests a modification or change to specifications, quantity or time of delivery, this will be acceptable only upon written approval of the Company.
3. **PRICES & TERMS:** Unless otherwise noted, all prices are subject to change without notice. Prices do not include any present or future sales, use, excise, value-added or similar taxes and where applicable, shall be paid by the customer. Our terms and possible discounts are expressly stated on the face of each invoice. All prices are stated in U.S. Dollars and all invoices are payable in U.S. Dollars only, unless noted otherwise.
4. **DELIVERY:** Items available at All Control shall be scheduled for delivery the next business day. Same day delivery may result in additional charges. All Control shall not be liable for failure to deliver or for delays in delivery or performance. Any factory shipping dates are purely estimated and shall not be deemed to represent fixed or guaranteed shipping dates. All orders are shipped F.O.B., point of shipment. Buyer has risk of loss after delivery F.O.B. point.
5. **RETURNED GOODS:** Buyer must request an RMA (return material authorization) prior to returning any merchandise. No returned merchandise will be accepted without an RMA. Returned merchandise must be in the original box in which it was received. Returned merchandise may be subject to reasonable restocking fees. Merchandise must be returned within 30 days of original shipment date. Freight charges for return merchandise will be the responsibility of the buyer.
6. **FINANCE CHARGES:** All Control reserves the right to charge 1.5% per month on all past due accounts.
7. **LIMITED WARRANTY:** The buyer shall be entitled to the benefits of any warranty received by Company from the manufacturer. The sole responsibility of Company shall be to use reasonable efforts to cause the manufacturer to perform the manufacturer's warranty in accordance with its terms. This warranty by Company shall be in effect from date of purchase and shall continue until the expiration of the manufacturer's warranty .

Products sold by Company are commercial grade and not intended for use in connection with any nuclear facility or activity, including without limitation in aircraft, missiles, space exploration or other activity where failure of a single component could cause substantial harm to persons and/or property. If so used, Company disclaims all liability for any damage, injury or contamination and customer agrees to indemnify Company against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

If Company furnishes advice or other assistance with respect to any product supplied hereunder or any system or equipment in which any such product may be installed, the furnishing of such advice or assistance will not subject Company to any liability, whether in contract warranty, tort (including negligence) or otherwise. The sole responsibility of Company shall be to repair or replace at its option, any of its products which has been found to be defective within the warranty period.

This warranty is in lieu of any other expressed or implied warranties, including (but not limited to) any implied warranties of merchantability and/or fitness for a particular purpose

or use.

In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise shall Company or its suppliers be liable for any special, consequential, incidental or punitive damages, including but not limited to loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs or claims of third persons who buy from or deal with customers of Company for such damages.

8. **DISCLOSURE OF INFORMATION:** Any information, suggestions or ideas transmitted by a customer to Company in connection with products ordered by customer are not regarded as secret or submitted in confidence except as may otherwise be provided in writing by an officer of the company.
9. **RESTRICTIONS ON RESALE:** Customer represents and warrants that it will not resell, ship or transfer, directly or indirectly, any of the products covered hereby, or technical data applicable thereto, to third parties location in countries to which such resale, shipment or transfer is prohibited by applicable provisions of the United States Export Control Regulations, Trading With the Enemy Act or any similar law or regulation.
10. **FINANCES:** If in Company's judgment, the financial condition of the buyer at any time does not justify the terms of payment specified, Company reserves the right to require full payment in cash prior to any order entry, shipment or delivery.
11. **CANCELLATIONS:** Orders may be canceled only if authorized by Company. Reasonable charges based on expenses already incurred and commitments made by Company may be assessed.
12. **ALTERATIONS:** No sales representative of Company has authority to alter, vary or waive any of the standard terms and conditions herein.
13. **COLLECTIONS:** In the event buyer defaults in payment, buyer shall be liable for all collection costs incurred by Company including, but not limited to, attorney and collection agency fees.
14. **INTERPRETATION:** The validity, interpretation and enforceability of this contract shall be governed in all respects by the laws of the State of Illinois, USA.