

# SEFCOR TERMS AND CONDITIONS OF SALE

## JANUARY 1, 1996

1. ACCEPTANCE OF ORDERS  
All orders are subject to acceptance by seller at General Office
2. PRICE POLICY  
All prices are subject to change without notice.
3. MINIMUM ORDER CHARGE  
Minimum order charge of \$50.00 on all orders.
4. TERMS  
Net thirth (30) days from date of invoice. No cash discount. Incremental billings will be made.  
An 18 A.P.R. service charge will apply to all amount due invoices.
5. TAXES  
All prices, unless otherwise indicated, are subject to the addition of any and all excise, sales, and other taxes which may be applicable.
6. PACKAGING  
All prices include domestic packaging. Export or special packaging is subject to extra charge for purchaser's account.
7. TRANSPORTATION  
All shipments are F.O. B. SEFCOR factory. The most economical transportation will be allowed to domestic freight stations, excluding Alaska and Hawaii or orders of \$750.00 or more to one destination at one time. When purchaser specifies that shipments are made by any other than normal manner, additional expense is to be borne by the purchaser.
8. CANCELLATIONS OR CHANGES  
All orders are subject to acceptance by Seller at General Office. Orders may not be changed or cancelled in whole or in part without seller's prior written consent. No order accepted by SEFCOR may be altered or modified by purchaser unless agreed to in writing, signed by an authorized official of SEFCOR and no such order may be cancelled or terminated except upon payment of SEFCOR's loss, damage or expense arising from such cancellation or termination up to and including obligation charges from the suppliers of SEFCOR.
9. RETURN OF GOODS  
Permission in writing must be obtained from SEFCOR prior to returning goods for credit or replacement. On those standard catalog items accepted for return, not involving a SEFCOR error, which are received and found to be of current design and in reasonable condition, credit will be issued at the original invoice price less 20% plus freight both ways if returned collect and less one way if returned prepaid. Non-stock items and customer special orders will generally not be accepted for return and are subject to special terms and conditions for return and restocking which will be agreed to in writing by both Seller and Purchaser prior to accepting products at the loading docks of SEFCOR, Inc., Griffin, GA.
10. CLAIMS  
Claims for errors, shortages or defective goods must be made within ten (10) days after receipt of material. Where shipments are made F.O.B. factory, carriers are responsible for goods lost or damaged in transit.
11. SHIPPING SCHEDULES  
Estimated shipping schedules constitute the current cycle of components required for manufacture. Seller shall not be liable for failure or delay in manufacture, shipment or delivery due to causes beyond its reasonable control including, but not by way of limitation, acts of God; the purchaser; civil or military authorities; provision of law or governmental regulations; accident; explosion; fire; flood; windstorm or other casualty; strikes; lockouts, or other labor difficulties; riot; war; civil commotion; delays in transportation; car shortage; inability to obtain necessary labor, materials or manufacturing.
12. WARRANTIES, LIABILITY AND DAMAGES  
SEFCOR warrants a normal level of commercial quality of material and workmanship in its products conforming to its written specifications and drawings. All other warranties are excluded, whether express or implied by operation of law or otherwise, including all implied warranties or merchantability of fitness. Seller shall not be liable to purchaser or any third party for consequential damages directly or indirectly arising or resulting from the breach of any of the terms hereof or from the sale or use of the products sold. Seller's liability, either for breach of warranty or for negligence, is limited at the option of the seller to either the replacement of products not complying with the terms hereof, or to the repair of such products, or to the refund or crediting to purchaser of the price of such products.
13. TOOLING  
Interest in any patterns, tools, dies, jigs, fixtures and items of like nature required for manufacture remain the sole property of SEFCOR.
14. WAIVER  
Waiver of any breach of this contract shall not be construed as a waiver of any other breach.

NOTE: For Special Engineering, applications or unusual trucking requirements, please call the factory.  
Shipping weights are approximate and not Guaranteed.