

INDCON GENERAL TERMS AND CONDITIONS

The following terms and conditions ("Terms") shall apply to all transactions between Purchaser and Indcon, whether or not such transaction is verbal or evidenced in writing. All offers by Indcon are expressly limited to acceptance of these Terms.

SHIPPING AND HANDLING: Unless specifically accepted by Indcon in writing, Purchaser is responsible for all shipping and handling costs, whether such shipping is arranged by Purchaser or by Indcon. Indcon may fulfill orders in multiple deliveries, as availability or convenience may require. All shipments are FOB place of shipment. Defective or nonconforming product must be properly rejected by providing written notice to Indcon within 3 days of receipt by Purchaser.

30 DAY RETURN POLICY: Product may be returned for credit only and must be returned within 30 days of delivery. All returns must be authorized by Indcon and are subject to inspection and a 15% restocking fee. Shipping and handling fees are non-refundable. Purchaser is responsible for arranging and paying return freight. No product is returned until inspected and accepted by Indcon. Sales of used equipment, "special order," and otherwise specially made items are final.

DISCLAIMER OF WARRANTIES: EXCEPT AS EXPRESSLY PROVIDED, INDCON MAKES NO WARRANTIES AS TO THE QUALITY OF ANY PRODUCT OR OUTCOME OF ANY APPLICATION. INDCON EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF WORKMANSHIP OR FITNESS FOR A PARTICULAR PURPOSE. USED EQUIPMENT IS SOLD AS-IS AND WITHOUT WARRANTY OF ANY KIND. Indcon will pass through any manufacturer warranty to the extent possible. Information on manufacturers' warranties is available upon request.

LIMITATION OF REMEDY: In the event of a damaged or defective product, or any other breach of contract by Indcon, Purchaser's sole and exclusive remedy from Indcon is either replacement of the product or a refund of its purchase price. The purpose of this remedy is to provide Purchaser with conforming goods or, in the alternative, a refund. In no event shall Indcon be liable for incidental, consequential, or punitive damages.

TECHNICAL SUPPORT: Indcon representatives often provide technical support at the request of customers. Any such advice or guidance given by Indcon representatives is purely informational and is based on the past experiences of Indcon representatives and information provided by the product manufacturer. Every product application is different and Indcon cannot guarantee or warrant the outcome of any application. Indcon is not a contractor, and Indcon representatives do not perform product installation. When on site, Indcon representatives are present solely to give advice. Indcon does not guarantee the effectiveness of any installer. All advice given by Indcon is subject to the information, specifications, and instructions provided by the product manufacturer and any variance should be resolved in favor of the information provided by the manufacturer. Purchaser agrees not to rely on any technical support provided by Indcon personnel as professional advice. If professional advice is sought, Purchaser agrees to consult a licensed engineer or other qualified professional.

PAYMENT: Payment is due within 30 days of invoice, unless otherwise expressly agreed by Indcon in writing. Payment shall be made in full. No credit or deduction may be taken on any amount owed due to early payment, unless otherwise agreed to in writing by Indcon. Late payments are subject to finance charges of 1.5% per month (18% per year), or, if less, the maximum percentage allowed by law. Purchaser agrees to pay all collection costs incurred to collect late payments.

QUOTES: Unless otherwise stated in writing by Indcon, all product quotes expire 30 after issuance. ALL quoted freight charges are estimates only and are subject to change based on time, availability, and freight rates.

COMPLIANCE WITH LAWS: Purchaser agrees to comply with all applicable laws in its use and storage of items and equipment obtained from Indcon, including all applicable environmental laws.

INDEMNITY: Purchaser shall indemnify and hold Indcon harmless from any losses, costs, damages, liabilities, claims, fines, judgements, penalties, proceedings, or actions of any kind (including those related to injury to person) resulting from or related to any negligence, misconduct, violation of law, or violation of these Terms by Purchaser or its agents.

DELAY: Except for payment obligations, neither party will be deemed to have breached this contract as a result of delays in performance resulting from unforeseeable occurrences that are beyond the reasonable control of, and without the fault of, the party seeking excuse hereunder; provided such party promptly notifies the other party in writing of the delay and takes all reasonable steps to mitigate its effect.

CANCELLATION OR DEFAULT: In the event of a breach or default by Purchaser, Indcon may immediately terminate this agreement and pursue all available remedies whether in contract, law, equity, or otherwise.

MODIFICATION: No modification of this contract may be made except in a writing signed by Indcon. Sales and customer service representatives are not authorized to modify these Terms.

NO WAIVER: No failure to take action regarding a breach or default hereunder shall constitute a waiver, whether prior or subsequent, of the breached term or any other term.

ATTORNEY FEES: The prevailing party in any action arising under or related to these Terms shall be entitled to recover reasonable attorneys' fees and costs relating to such action.

SEVERABILITY: If any portion of these Terms is held by a court of competent jurisdiction to be unenforceable, such portion shall be struck without affecting the remainder of these Terms.

GOVERNING LAW; FORUM; JURISDICTION: Any agreement made under or related to these Terms shall be governed by and construed in conformance with the substantive laws of the state of South Carolina. Any dispute arising under or relating to these Terms, shall be brought in a state or federal court located in Greenville, South Carolina. The parties consent to the personal jurisdiction of such courts.

COMPLETE AGREEMENT: These Terms, in addition to any terms contained on an Indcon quote, invoice, or statement, all of which are incorporated herein by reference (to the extent they do not conflict with these Terms), constitute the entire understanding between Indcon and Purchaser. No differing terms contained in any documentation sent to Indcon from Purchaser may alter these Terms.