

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 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. No product may be returned without prior written consent of Indcon. Returns will be 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 received and accepted by Indcon. All sales of used equipment, "special order," and otherwise specially made items are final.

DISCLAIMER OF WARRANTIES: 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, however, pass through any manufacturer warranty to the fullest 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. Indcon shall not be liable for incidental, consequential, or punitive damages for any claim arising under or related to this contract.

TECHNICAL SUPPORT: Indcon representatives often provide technical support at the request of customers. Such advice or guidance given by Indcon representatives is purely informational and is based on both 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 particular application. Indcon is not a contractor, and Indcon representatives do not perform any component of 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. Purchaser shall pay all sales/use tax due on each purchase unless Indcon is provided with a valid exemption certificate at the time the order is placed.

QUOTES: Unless otherwise stated in writing by an Indcon representative, 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.

INDEMNITY: Purchaser agrees to indemnify and hold Indcon harmless from any losses, costs, damages, liabilities, demands, claims, suits, fines, judgements, penalties, proceedings, or actions of any kind resulting from or related to (i) any damages or injury to person or property that occur as a result of the use, application, or installation of any item by Purchaser or its agents, or (ii) the purchase, use, application, or installation of any item 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 act of God, riots, acts of war, governmental regulations imposed after the fact, or other unforeseeable occurrences that are beyond the reasonable control of, and without the fault of, the party seeking excuse hereunder. Any party seeking excuse must promptly notify the other party in writing of the delay and take all reasonable steps to mitigate its effect. In such circumstances, the time of performance shall be extended by a period of time equal to the length of any such excused delay.

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. Any subsequent additions, modifications, or subsequent agreements, whether written or verbal, are subject to the remainder of these Terms. Sales representatives are not authorized to modify these Terms.

NO WAIVER: No failure to take action by Indcon regarding a breach or default of Purchaser shall constitute a waiver, whether prior or subsequent, of the same or any other obligation of Purchaser.

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

SEVERABILITY: If any portion of these Terms is held by a court of competent jurisdiction to be invalid or 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, including the enforceability thereof, shall be brought in a state or federal court located in Greenville, South Carolina, and 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 Buyer. No differing terms contained in any documentation sent to Indcon from Buyer may alter these Terms.