

GENERAL TERMS AND CONDITIONS

The following terms and conditions shall apply to all transactions between Purchaser and Indcon, whether or not such transaction is verbal or evidenced in writing:

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 order in multiple deliveries, as availability or convenience may require. All shipments are FOB place of shipment. Damaged shipments or bad product must be rejected by written notice to Indcon within 3 days of receipt by Purchaser.

30 DAY RETURN POLICY: Material may be returned for credit only. No cash returns. Material must be returned within 30 days of delivery and will be subject to inspection and a 15% restocking fee. No material may be returned without prior written consent of Indcon. Shipping and handling fees are non-refundable. Purchaser is responsible for arranging and paying for return freight. No material is returned until received by Indcon in resalable condition. No "special order" or otherwise specially made products will be accepted as returned by Indcon. All sales of specialty or "special order" items are final.

DISCLAIMER OF WARRANTIES: INDCON MAKES NO WARRANTIES AS TO THE QUALITY OF ANY PRODUCT OR OUTCOME OF ANY APPLICATION. INDCON MAKES NO IMPLIED WARRANTIES OF WORKMANSHIP OR FITNESS FOR A PARTICULAR PURPOSE.

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 replacement of the product in question or the 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 a breach of warranty or any other breach or claim 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 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 in an advisory capacity. In such situations, Indcon representatives are present merely to give advice, and Indcon offers no warranties or guarantees as to the outcome of a particular application, nor does Indcon 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 informational technical support provided by Indcon personnel as professional advice, and if professional advice is sought, to consult a licensed engineer or other qualified professional.

PAYMENT: Payment for each purchase shall be made in full. No credit or deduction shall be credited or given 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 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 an Indcon representative, all material quotes expire if not accepted within 30 days from issuance. After such time, a new quote must be issued to reflect price changes. ALL freight quotes are estimates and are subject to change based on time, availability, and freight rates.

INDEMNITY: Purchaser agrees to release from liability and indemnify Indcon for any damages or injury to person or property that occur relating to the application or installation of any product purchased from Indcon, and to reimburse Indcon for any loss, costs, or liability resulting from any and all demands, claims, suits, fines, penalties, proceedings, or actions of any kind related to the application or installation of any product purchased from Indcon.

DELAY: Neither party will be deemed to have breached this contract as a result of delays in performance where such delays result from act of God, riots, acts of war, governmental regulations imposed after the fact, or other occurrences that are beyond the reasonable control, and without the fault, of the party seeking excuse hereunder. Any party seeking excuse will promptly notify the other party in writing of its delay and take all reasonable steps to mitigate the effect of such delay. 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, default, or threatened breach or default by Purchaser, Indcon may cancel this contract and pursue all available remedies whether in contract, law, equity, or otherwise.

MODIFICATION: No modification of this contract may be made except in writing signed by an Indcon representative. Any subsequent additions, modifications, or subsequent agreements, whether written or verbal, are subject to these terms and conditions.

NO WAIVER: No action or failure to take action by Indcon related to 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: If any action at law or in equity shall be brought to recover any rent or payment due under this contract, or for or on account of any breach, or to enforce or interpret any of its covenants, terms, or conditions, the prevailing party shall be entitled to recover from the other party reasonable attorney fees.

SEVERABILITY: This agreement is intended to be severable, and if any portion or term is held invalid or unenforceable, such a holding shall not affect the validity or enforceability of any other portion or term of this agreement.

GOVERNING LAW AND CHOICE OF FORUM: The parties to this contract agree that this contract will be governed and construed in accordance with the laws of South Carolina and that any dispute regarding this contract, including the existence or enforceability thereof, shall be heard in the appropriate state or federal court located in Greenville, South Carolina.

COMPLETE AGREEMENT: The terms contained in this document, in addition to any terms contained on an Indcon quote, invoice, or statement, constitute the complete agreement between Indcon and Buyer, and no other valid writings or terms relating to this agreement exist.