

## TERMS AND CONDITIONS OF SALE

All orders are accepted subject to prior sale and subject to our sales and credit terms and conditions only, and not to the terms and conditions appearing on Buyer's purchase order or contract. Your agreement with our terms and conditions shall be conclusively evidenced by your acceptance of any shipment.

Said terms and conditions are as follows:

### **A. DELIVERY**

1. **Shipment.** Unless we otherwise specify, delivery will be made F.O.B. St. Charles, IL and title and risk of loss shall pass to Buyer at that point. Carrier will be based on verbal or written agreement between buyer and seller.
2. **Delay in Shipment.** We will endeavor to ship material within specified time, but this is not guaranteed. We will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for non-delivery, when same is, directly or indirectly, caused by, or in any manner arising from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel power, materials or supplies, transportation delay, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond our control. In no event shall we be liable for special or consequential damages.

### **B. PAYMENT**

1. **Date.** Invoices will be issued as of the date of shipment. Invoices shall become due 30 days thereafter unless otherwise specifically agreed in writing.
2. **Tender.** Invoices are payable in United States currency.
3. **Terms.** If Credit is approved with us, terms of payment are net 30 days, unless a discount for prompt payment applies. Such discounts shall apply to invoices paid within ten (10) days from date of invoice. Invoices will be dated not earlier than the day of shipment.
4. **Price change.** Prices and quotations are subject to change without notice. If there should be a price change after partial shipment of an order has been made, the unshipped portion will be invoiced at the price in effect at the time of shipment.

**Unsatisfactory Performance by Buyer.** If the buyer fails to fulfill the terms of payment on any order, the seller may defer further shipments until such payments are made, or may, at its option, cancel the order. The seller reserves the right, even after partial shipment on account of any order, to require from the buyer satisfactory security for performance of the buyer's obligations, and refusal to furnish such security is furnished, and, at its option, cancel to the order.

### **C. WARRANTIES / DEFECTS / SAMPLES / RETURNS**

1. **Warranty.** Kristel products are warranted against defective materials and workmanship for a year effective the date of shipment to the original customer. This warranty specifically covers the repair of said Kristel product found defective within the period and if not subjected to improper installation, application or alterations.  
Product in need of service must be authorized by Kristel first and then returned to a Kristel facility. Kristel will not be responsible for incidental or installation and removal costs of its product to a third party,

or by the original equipment manufacturer, or at the OEM facility. Products are to be returned prepaid. All returned items must have an RMA number marked on the outside of the container. Returns without an RMA number will be returned freight collect.

If the product is under warranty, Kristel will pay for the freight charges back to the customer. However, if the unit is under warranty and no problems are found, the customer will be responsible for freight charges when units are returned. No special overnight or next day, etc., charges will be paid by Kristel. Customers will be billed accordingly. In the case of an RMA that contains a mix of in-warranty and out-of-warranty product, the customer will only be billed for the amount that they are responsible for.

Product delivery is F.O.B. Kristel and handling or transit damage should be presented to the carrier as a claim. All disputes are covered by Illinois law.

Kristel's product by the above warranty agreement will be repaired or replaced as a remedy and in an effort to validate the warranty.

2. **Samples.** If any model or sample was shown to buyer, such model or sample was used merely to illustrate the general type and quality of the goods and not to represent that the goods would necessarily be that type or nature. Samples provided per the terms of sale only.
3. **Variation in Product.** Material shall be subject to Seller's or manufacturer's variations, classifications and extras, and Seller retains the right to modify or change the composition, design and appearance of the goods if in its judgment this is advisable.
4. **Part Sales.** All Part sales are final except for parts that are covered under warranty.

#### **D. CANCELLATION OR RESCHEDULING**

1. **Acceptance by Seller.** Any request by Buyer for cancellation or alteration of any order, to be binding upon the Seller, must be accepted by Seller, and, at Seller's option, will be subject to fair charges for expenses incurred and work executed up to the time of acceptance by Seller of such request. No cancellations within 60 days of shipment(s) date.
2. **Parol Evidence Excluded.** In the interpretation of these terms and conditions, said terms and conditions may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement.
3. **Clerical Errors.** Clerical errors shall be subject to corrections.
4. **Assignment Prohibited.** No right or interest herein shall be assigned by the Buyer without the written permission of the Seller, and no delegation of any obligation owned by the Buyer shall be made without the written permission of the Seller. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.
5. **Applicable Law.** This contract shall be construed in accordance with the laws of the State of Illinois.

**Amendment.** No change shall be made in this contract unless reduced to writing and signed by both parties.