

TERMS and CONDITIONS OF SALE

1. TERMS OF SALES

1.a. Acceptance

All orders to Joint Way International (hereinafter stated as Seller) are subject to the terms and conditions set forth herein. Purchaser agrees to only the terms and conditions contained herein. Seller is not bound by any conflicting conditions set forth by Purchaser, whether in the policies pertaining to purchase orders, shipping, payment or otherwise.

1.b. Published and Quoted Prices

Price lists and all published pricing material furnished by Seller are subject to change without notice. Quotations are subject to withdrawal by notice from Seller. At time of shipment, price adjustments may be made.

1.c. Minimum

All orders are subject to a \$25.00 minimum.

1.d. Return

Any request of return for exchange or credit must be directed to Seller. The reason for return is needed for any request approval and a \$10.00 or 20% restocking fee, whichever is greater, may be charged. No return of goods will be accepted without a written and signed R.G.A. from Seller's authorized personnel.

1.e. Cancellations

Any order or part of any order may be cancelled only with the express written agreement of Seller. Should any order or part of any order be cancelled by either the Purchaser or Seller, compensation for all expenses incurred prior to notification of the termination shall be subject to the terms of sale and must be paid in full. These expenses may include but are not limited to engineering, suppliers, and shipping.

1.f. Taxes

All pricing, whether published or quoted do not include any federal, state or local taxes. Unless the Purchaser supplies Seller with a valid tax exemption certificate, all applicable taxes will be added as a separate item on all invoices.

2. TERMS OF PAYMENT

2.a. Payment

Unless otherwise agreed to by Seller, all payments are cash net 30 days from date of invoice. All past due invoices shall be subject to a 1.5% service charge per month. Should the production or shipment of goods not be subject to the terms specified herein, or due to the size of an order, the Purchaser's financial conditions or otherwise, Seller may deem necessary a partial or full prepayment of goods.

2.b. Default

Should payments become delinquent and collection turned over to an agency or attorney, the Purchaser should recompense all fees incurred, including but not limited to agency, attorney fees and court costs.

2.c. Governing Laws

All transactions covered under these terms and conditions of sale are subject to the laws of the state of Oregon.

3. SHIPMENT and DELIVERY

3.a. Shipment

In cases of prepaid shipments, if Purchaser specifies a method or route of shipment that is more costly than that selected by or approved by Seller, the Purchaser must pay all additional costs incurred. Seller does not assume responsibility for delivery to or at point destination.

3.b. Delivery

Delivery dates specified in all contracts are estimates based on a timely receipt of all pertinent information regarding the order. Seller will use all reasonable means at its disposal to ensure the prompt delivery of the ordered goods. Seller will not be held responsible for

failure to meet the stated time lines.

3.c. Shipping and Handling Charges

Deliveries will be made F.O.B. shipping point. Shipping and handling charges will be prepaid and billed as a single item on the invoice of goods, based on Seller's current shipping and handling policies.

3.d. Liability

Purchaser bears all costs and risks of loss of or damage to the goods from point of shipping.

4. WARRANTY

4.a. Warranty

Seller's products, under normal use, are warranted to be free from defect in material and workmanship. The warranties set forth, make no other statutory, expressed or implied warranties, including but not limited by warranties in regards to merchantability or aptness. The warranties will be null and void should the product exceed its normal or expected life. The warranties will also not apply when the product is altered, tampered with, and/or when used improperly or neglected. Seller shall not be bound by any warranty other than the warranty herein.

4.b. Liability

The warranties and remedies are exclusive as set forth herein. Seller assumes no liability for loss, expense, damage or injury, whether direct, consequential, incidental or inferred. Nor does Seller assume any liability due to any defects of Seller's products, regardless of any damages based upon claims against warranty, contract, negligence or otherwise.

5. WEIGHTS

Weights listed in Joint Way International's catalog are approximate and serve as estimates only.

6. DISCLAIMER

6.a. Limited Liability

Seller assumes no liability for loss, expense, damage or injury due to negligence, tort or otherwise by Purchaser or any third party. Seller's liability will not exceed the total cost of the item(s) purchased, regardless of any claim's basis against warranty, tort, indemnity, and/or negligence. Claims of inconsequence will include, but not be limited to, loss of profits or revenues, damage to or loss of equipment and facilities, repair and/or labor costs for maintenance.

6.b. Help and Assistance

Seller may under certain circumstances offer help and/or assistance to the Purchaser or a third party. When such service is provided whether in regards to parts, products or services and regardless of whether it is intended, or applied towards parts, product, installation, service of related or unrelated equipment, Seller shall not be liable, whether based on negligence, tort, warranty or otherwise.

7. CATALOG EDITION

Every effort is made to produce a complete and accurate presentation of Seller's products. However, engineering as well as manufacturing processes and procedures occasionally make it necessary to alter products. For these reasons, such alterations may not appear in this catalog. If the dimensions or specifications presented in this catalog are essential toward your special applications, please contact our JointWay office. We will gladly supply you with updated and accurate dimensions and specifications.

SPECIAL-MADE PRODUCTS



Joint Way International, Inc.™

