

TERMS AND CONDITIONS OF SALE

The vendor listed on the reverse side of this invoice ("Vendor") sells the products invoiced herein on the following terms and conditions. Vendor rejects any contrary or additional terms contained on any purchase order and Vendor shall not be bound by any verbal statements made by any representative concerning the products invoiced herein.

1. Terms of sale and payment are as indicated on the front of this invoice.
2. All shipments are F.O.B. Vendor's shipping point. Upon shipment, all risk of loss or damage is the responsibility of the purchaser listed on the reverse side of this invoice ("Purchaser"). Claims for loss or damage must be made directly to the freight carrier.
3. Purchaser shall be responsible for and agrees to pay any sales, use or similar taxes imposed by any city, state or local authority by reason of the purchase and sale of the merchandise invoiced.
4. This invoice and any applicable warranty contains the entire agreement of Vendor and Purchaser and supercedes all prior agreements, arrangements, communications or understandings. This invoice may be amended, modified, superceded or cancelled, and any of the terms hereof may be waived only by a written document executed by Vendor and Purchaser, or in the case of waiver, by the party waiving compliance. No waiver by any party of any condition or of the breach of any term of this invoice in any one or more instances shall be deemed to be a further or continuing waiver of such breach.
5. Purchaser agrees that any action against Vendor arising out of the purchase of the merchandise covered by this invoice must be commenced within one year from the date of the shipment of the merchandise purchased hereunder.
6. All goods and services furnished hereunder have been produced in compliance with Section 202 of Executive Order 11246 and the Fair Labor Standards Act, as amended.

LIMITED WARRANTY

- All merchandise sold hereunder are warranted to the retail purchaser, only to the extent set forth in any separate written warranty enclosed in the shipping carton containing the product.
- SUCH WARRANTY, IF ANY, IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
- IN NO EVENT SHALL VENDOR BE RESPONSIBLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY, STRICT LIABILITY IN TORT, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING FOR LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO ANY OTHER EQUIPMENT AND PROPERTY, AND ANY COSTS OF RECOVERING, REPROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH VENDOR'S PRODUCTS.
- No dealer or agent or employee of Vendor is authorized to make any modification, extension or addition to this warranty.