

## TERMS AND CONDITIONS

1. All orders are subject to approval by Sheridan Supply Corporation and its divisions.
2. Placing of orders, whether oral or written, is based on the express condition that Buyer agrees to all the terms and conditions contained herein. Acceptance of delivery by Buyer will constitute Buyer's assent to these terms and conditions. These terms and conditions represent the complete agreement of the parties, and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall bind Sheridan Supply Corporation unless made in writing and signed and approved by an officer or other authorized person of Sheridan Supply Corporation. No modification of any of these terms will be affected by Sheridan Supply Corporation's shipment of goods following receipt of Buyer's purchase order, shipping request or similar forms containing printed terms and conditions conflicting or inconsistent with the terms herein.
3. All prices are F O B. shipping point unless otherwise specified, and are subject to adjustment, without notice, to Sheridan Supply Corporation prices in effect at the time of shipment. Any increase in transportation rates or any changes in routing resulting in an increase in transportation costs shall be paid and borne by Buyer. Prices quoted are firm for acceptance and placement of an order within 30 days of bid date and for shipment within 60 days from date of order.
4. Unless otherwise specified, terms are NET 30 DAYS. A monthly service charge of 1 5% will be assessed on all past due, unpaid balances. Buyer agrees to pay all costs of collection, including but not limited to, attorneys' fees and court costs, should the indebtedness have to be collected by outside sources.
5. Sheridan Supply Corporation shall not be liable for delays in shipment or default in delivery for any cause beyond Sheridan Supply Corporation's reasonable control including but not limited to government action, shortage of labor, raw material, production or transportation facilities, labor difficulty involving employees of Sheridan Supply Corporation or others, fire, flood or other casualty. In event of any delay in Sheridan Supply Corporation performance due in whole or in part to any cause beyond Sheridan's reasonable control, Sheridan Supply Corporation shall have such additional time for performance as may be reasonably necessary under the circumstances. Acceptance by Buyer of any goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such goods.
6. All taxes and excises of any nature whatsoever, now or hereafter levied by government authority upon the sale or transportation of any goods covered hereby, shall be paid and borne by Buyer.
7. Any claims by Buyer against Sheridan Supply Corporation for shortage or damage occurring prior to delivery must be made in writing within ten (10) days after receipt of shipment and accompanied by original transportation bill signed by carrier noting that carrier received goods from Sheridan Supply Corporation in the condition claimed.
8. Goods manufactured and warranted by others shall be subject only to the warranties of the manufacturers of said material.  
THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHEREVER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS.  
Sheridan Supply Corporation shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of the goods, or from any other cause relating thereto, and Sheridan Supply Corporation liability hereunder in any case is expressly limited to the replacement (in the form originally shipped) of goods not complying with this

agreement, or at Sheridan Supply Corporation election, to the repayment of, or crediting Buyer with an amount equal to the purchase price of such goods whether such claims are for breach of warranty or negligence.

9. Sheridan Supply Corporation, in its sole discretion, reserves the right to require payment or satisfactory security for any shipment hereunder, in advance, if the financial responsibility or condition of the Buyer becomes unsatisfactory to Sheridan Supply Corporation. If Buyer fails to make payment in accordance with this agreement, on this or any order placed, or fails to comply with any provisions hereof, Sheridan Supply Corporation may at its option (and in addition to other remedies) cancel any unshipped portion of this order. Buyer remains liable for all unpaid accounts.
10. Sheridan Supply Corporation will use all reasonable efforts to comply with Buyer's request as to method of shipment, but Sheridan Supply Corporation reserves the right to use alternate method of transportation or route of shipment.
11. Delivery by truck will be made to the nearest points reasonably accessible by truck as determined by the driver. Buyer will furnish and pay for necessary labor to unload and store goods. Buyer shall note loss or damage on truck shipments upon delivery ticket returned to Sheridan Supply Corporation.
12. This agreement cannot be terminated and goods cannot be returned without Sheridan Supply Corporation's prior written consent.
13. Waiver by Sheridan Supply Corporation of any breach of these terms and conditions shall not be construed as a waiver of any other breach and failure to exercise any right arising from any default shall not be deemed a waiver of such right, which may be exercised at any subsequent time.
14. This agreement and all rights and obligations hereunder including matters of construction, validity and performance shall be governed by the laws of the state of New York. Any claim by Buyer or Sheridan Supply Corporation arising hereunder shall be tried in the County of Albany, State of New York, to the jurisdiction and venue of which Buyer hereby submits and expressly consents
15. All monetary payments made "on account" will be applied and assigned to those invoices selected in the sole discretion of Sheridan Supply Corporation.
16. Sheridan Supply Corporation will not accept terms of any purchase order which incorporate by reference terms and conditions of a separate and distinct agreement
17. Purchaser accepts payment liability for all material ordered, subsequently canceled and which is unable to be resold for its commercial value in the ordinary course of business.
18. The terms and conditions of any credit application shall supplement these terms of sale and shall not be superseded by any other proceeding or subsequent agreement unless each such superseded term is expressly stated and agreed upon in writing signed by Sheridan Supply Corporation.
19. All specially manufactured material shall not be returnable. Quantities listed in the purchase order shall be considered a minimum order. Purchaser acknowledges and agrees that all preceding quotations, oral or otherwise, shall be deemed to have incorporated the terms and conditions of sale set forth in this agreement.