

Waldron of Maryland, Inc.'s Terms and Conditions of Sale

ALL ORDERS PLACED BY CUSTOMER WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF SALE SET FORTH BELOW. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER ARE DEEMED TO BE REJECTED UNLESS EXPRESSLY CONSENTED TO IN WRITING SIGNED BY AN OFFICER OF WALDRON OF MARYLAND, INC.

1.) **ORDERS: Wholesale Only** All orders subject to acceptance by Waldron of Maryland, Inc. Possession of this wholesale catalog does not constitute the right to purchase from Waldron of Maryland, Inc. Minimum order net is \$25.00.

2.) **PRICES:** Prices herein are list prices effective February 1, 2008 and are subject to change without notice. Prices are for standard inventory products shown.

3.) **PAYMENT TERMS:** For customers with established credit, terms are net thirty (30) calendar days from date of our invoice. For other approved Customers we accept cash, Visa, MasterCard, AMEX, certified check, or money order prior to shipment or at the time of pickup at our warehouse. All payments must be in U.S. dollars. Past due accounts are subject to an interest charge of 1.5% per month.

4.) **COLLECTION FEES:** Customer agrees to pay all costs of collection, including, but not limited to, an attorney's fee equal to thirty percent (30%) of all sums due and outstanding, as well as court costs, if Customer fails or refuses to pay the amount due in accordance to the terms above.

5.) **SALES TAX:** Prices are exclusive of Maryland sales tax. Waldron of Maryland, Inc. is required to charge sales tax on orders for which sales tax exemption certificate or resale certificate has not been furnished.

6.) **DELIVERY:** All stock items are normally available for customer pickup. Orders can be shipped at customer's expense via common carrier, local hauler, or UPS, F.O.B. our Baltimore warehouse. Local delivery by our truck available on most stock orders upon request. Shipping charges will be added to invoice, including a \$2.00 per carton handling charge for UPS shipments. Title of goods remain with Waldron of Maryland, Inc. until payment in full has been received by Waldron of Maryland, Inc.

7.) **WARRANTIES:**

(a) Customer may be entitled to the benefit from certain limited warranties provided directly by the manufacturer of the goods purchased. Waldron of Maryland, Inc. assumes no liability for nor any responsibility under said third party warranties unless such liability or responsibility shall be specifically set forth in writing signed by an officer of Waldron of Maryland, Inc.

(b) OTHER THAN ANY STANDARD WARRANTIES SPECIFICALLY PROVIDED BY THE MANUFACTURER, THERE ARE NO OTHER WARRANTIES PROVIDED HEREIN, EXPRESSED OR IMPLIED, GIVEN BY SELLER IN CONNECTION WITH THE GOODS WHICH ARE THE SUBJECT OF THIS CONTRACT, AND SELLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ANY WARRANTIES PROVIDED HEREIN ON THE GOODS DESCRIBED IN THIS CONTRACT ARE VOID IF THE GOODS SOLD UNDER THIS CONTRACT ARE REPAIRED, ALTERED OR MODIFIED IN ANY WAY WITHOUT SELLER'S PREVIOUS AND SPECIFIC APPROVAL, IN WRITING SIGNED BY AN OFFICER OF THE SELLER, OR WITHOUT BEING PERFORMED BY SELLER'S PERSONNEL. THE SALES PERSONNEL OF SELLER ARE NOT AUTHORIZED TO MAKE WARRANTIES ABOUT GOODS SOLD AND SELLER'S EMPLOYEES' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES AND SHALL NOT BE RELIED UPON BY THE CUSTOMER AND ARE NOT A PART OF ANY QUOTATION OR CONTRACT OF SALE.

(c) Customer acknowledges and agrees that any warranties included herein do not extend or apply to Customer's use of any attachment, feature, or software on or in conjunction with any item, element, or component which has not been furnished by Waldron of Maryland, Inc. or which has not been approved in writing signed by an officer of Waldron of Maryland, Inc.

(d) Customer understands and agrees that Waldron of Maryland, Inc., its suppliers, and the manufacturers, developers, or distributors of the items, elements, and components of the goods sold by Waldron of Maryland, Inc. are not engaged in any joint venture and that Waldron of Maryland, Inc. has no intention, obligation, or duty to warrant and/or represent the quality, performance and condition of such deliverables on their behalf.

8.) **RETURNS:** No stock items may be returned without prior written authorization. Requests to return stock items must be made within sixty (60) calendar days of purchase and must include our original invoice number. The returned goods must be new, in original undamaged packaging, and are subject to inspection. Returned goods are subject to a twenty-five percent (25%) restocking fee. Items other than shown in this catalog are special order items and are not returnable and cannot be cancelled once order is placed. Customer will be invoiced for special order items left in our warehouse beyond thirty (30) calendar days.

9.) **NOTICE OF CLAIM:** No action by Customer shall be brought at any time against Waldron of Maryland, Inc. unless written notice of any claim alleged to exist is delivered by Customer to an officer of Waldron of Maryland, Inc. within sixty (60) calendar days after the event complained of first becomes known or should have become known to Customer, whichever is earlier. Any legal proceedings in connection with such a claim shall be filed within twelve months after the event complained of first became known or should have become known to Customer or shall be considered forever barred.

10.) **LIMITATION OF LIABILITY:** Waldron of Maryland, Inc.'s liability shall be limited at its option either (a) to the repair or replacement of the goods ordered; (b) to the amount of the invoice price paid by Customer; or (c) the return of the Seller's paid deposit, if any, as set forth herein. EXCEPT AS SET FORTH HEREIN, SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, INCLUDING, BUT NOT LIMITED TO, RESULTING FROM ITS DELIVERY OF DEFECTIVE OR NON CONFORMING SERVICES, WORK PRODUCT AND/OR GOODS, OR FROM ITS DELAY IN DELIVERING SERVICES, WORK PRODUCT AND/OR GOODS NOR FOR ANY ANTICIPATED OR LOST PROFITS, INCIDENTAL DAMAGES, LOSS OF TIME, OR OTHER LOSSES INCURRED BY CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH THE GOODS AND SERVICES SOLD AS DESCRIBED HEREIN, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF USE OF THE GOODS AND SERVICES SOLD HEREIN, FAILURE OF PERFORMANCE OF THE GOODS SOLD, LOSS OF ANY PROPERTY (WHETHER BELONGING TO THE CUSTOMER OR SOMEONE ELSE WHO HAS PROVIDED PROPERTY TO CUSTOMER WHICH IS UNDER CUSTOMER'S CUSTODY AND CONTROL), AND/OR FOR LOSS RESULTING FROM ANY INJURY, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF TORT AND/OR CONTRACT, LAW OR EQUITY.

11.) **JURISDICTION:** Customer hereby waives trial by jury and the right thereto in any action proceeding, arising out of, under or by reason of purchase from Waldron of Maryland, Inc. Customer's contractual relationship with Waldron of Maryland, Inc. constitutes an agreement made in Maryland and is governed by the laws of Maryland. At Waldron of Maryland, Inc.'s election, any action arising from such agreement may be litigated in Maryland, and Customer by purchasing from Waldron of Maryland, Inc. consents to the jurisdiction and venue of any local, state, or federal court located in Maryland. Any suit, action, or proceedings filed by Customer against Waldron of Maryland, Inc. shall be instituted in a Maryland State court located in Baltimore County, Maryland or, if Federal Court jurisdiction is applicable, in a Federal Court located in Maryland.