

NORTHWEST INDUSTRIAL EQUIPMENT, INC.
(the Company, NWIE)

GENERAL TERMS AND CONDITIONS OF SALE

ORDERS

No order will be acknowledged and processed until a purchase order is received from the Purchaser in writing (fax or email). An NWIE pricing estimate can substitute with authorized signature contained on the face of "Estimate" form. This shall constitute a contract.

Orders will not be binding on the Company until the Purchaser has received the Company's written confirmation of the order. Orders may be canceled only with the written consent of NWIE, and then only upon payment of a cancellation charge of at least 25% of the amount of the order. The cancellation charge will be due regardless of the reason for the cancellation.

Any payment made by the Purchaser as a result of a verbal order shall be tantamount to confirmation of the order by the Purchaser who will be deemed to have fully accepted the terms and conditions herein.

PRICES

All prices quoted are net exclusive of freight, transportation or installation cost. Prices are exclusive of sales, use, license, excise and other taxes, all of which shall be paid by Purchaser. Prices are subject to change from time to time by the manufacturer. NWIE makes every effort to update prices with its dealers/customers. All is based upon the latest published price lists.

SHIPPING

Shipping shall be FOB Kent, WA or as determined by NWIE. Shipping of product direct from manufacturers' plant will be FOB Factory.

TERMS OF PAYMENT

All orders are shipped to the Purchaser based upon the Purchaser's current account standing. NWIE does reserve the right to ship on a COD basis.

Payment shall be made payable to the order of the Company exclusively. The Purchaser will not be deemed to have performed its obligations when payments are made to any person or entity other than the Company without the Company's prior written consent.

Should the Purchaser fail to pay any invoice from NWIE, all monies owed by the Purchaser to NWIE will immediately become due and payable.

Past due amounts shall be subject to 1-1/2% interest per month (annual rate: 18%).

TITLE

NWIE reserves the title to all of the product furnished until full payment of all obligations of the Purchaser.

DELIVERY, FORCE MAJEURE

All delivery times are approximate indications only. Product or any part thereof may be delivered at one time or in partial shipments from time to time. NWIE shall not be liable for delay in performance or inability to perform delivery occasioned by any cause beyond its control or beyond the control of its suppliers, including without limitation, strikes, lockout or other labor difficulties, failure or delay or sources of supply

and services, transportation difficulties, accidents, fire, acts of God, embargoes, foreign or domestic government regulations or any other cause of like or unlike nature beyond the Company's control.

DAMAGE/LOSS DURING TRANSPORTATION

The Purchaser assumes all responsibilities for any risk of, or damage to the product during transportation. The Purchaser is responsible after merchandise has been turned over to carrier for delivery. If shipment is incomplete, short or damaged, Purchaser will note precise details of damage or loss on the freight bill at the time of delivery and file a claim with the delivering carrier within 24 hours. Purchaser must initiate freight claim with delivering freight carrier.

PRODUCT RETURN

Purchaser must contact the Company to receive a "Return Authorization" RA number. All products are subject to a restocking fee. Electrical parts are not to be returned. Proof of purchase is required.

WARRANTIES

NWIE makes no warranties or guarantees, expressed or implied, including warranties for fitness for use, or otherwise. By accepting this contract/invoice Purchaser acknowledges NWIE is acting solely as a broker and is not responsible for the performance of the product, or otherwise. There are warranties supplied by each factory. Each product sold and serviced is covered under a factory-supplied warranty. The Purchaser/Dealer/Reseller will take complete responsibility for the installation of the product(s) purchased from NWIE, and will abide by all national and local codes, regulations, and laws (codes, regulations, and laws may vary in geographical locations).

The Company may render advice, recommendations or opinions as to the application, installation or operation of its products, but such advice, recommendations or opinions shall be at Purchaser's own risks and shall not give rise to liability based upon reliance on such advice, recommendations or opinions rendered by the Company.

COMPANY'S LIABILITY

In no event or under no circumstances shall the Company be liable for special, indirect, consequential or incidental damages or for anticipated profits of Purchaser. The Company's sole liability for any breach hereunder is, at its election, to repair or to refund the purchase price, under the terms of the Manufacturer's warranties set forth herein. Company shall have no liability to third parties, and Purchaser agrees and acknowledges this limitation.

In any event, the Company's liability in connection with this order, whether in contract, in tort, under any warranty or otherwise, shall not exceed the total purchase price of the products.

GOVERNING LAW

The right and the duties of the parties hereto shall be governed by the laws of the State of Washington.

DISPUTE RESOLUTION

Any and all disputes shall be resolved through final and binding arbitration/mediation in King County, Washington. No appeal may be taken from an arbitration decision and the arbitrator must apply the strict language of this contract/invoice. The arbitrator shall award cost and expense, including legal cost, to the prevailing party.

Northwest Industrial Equipment, Inc.
(253) 872-6060 • www.oilburners.com
22019 70th Ave S, Kent, WA 98032