

Terms and Conditions of Sale of Woehner LLC

I. Scope

The following terms and conditions constitute the full and final contract for the sale of products or services by Woehner, LLC to the Buyer and supersede all prior written or oral communications between Woehner, or its representatives, and the Buyer. No modifications to these terms and conditions shall be binding on Woehner unless they are in writing and signed by an executive officer of Woehner. Notwithstanding any contrary language in the Buyer's purchase order, correspondence, or other form of communication, Buyer shall be bound by these Terms and Conditions when it sends a purchase order, accepts delivery from Woehner of product or service or otherwise indicates acceptance of this contract. Any differing or additional terms and conditions proposed by the Buyer are rejected by Woehner unless expressly agreed to in writing by an authorized executive of Woehner.

II. Prices

All prices and terms are subject to change without notice. Prices shall be those in effect at the time of shipment.

III. Order Acceptance

All orders and contracts must be approved by an official of Woehner at Headquarters, Hampton, NH. Orders may be accepted in whole or in part. Orders should be emailed to orders@woehner.com, or faxed to (603) 433-2125, and must be received by 2:00pm EST if same day shipping is required.

IV. Terms of Payment

Terms of payment are 2% 10, net 30 days from date of invoice. If the financial condition of the Buyer at the time the merchandise is ready for shipment does not justify the terms of payment specified, the Buyer may be called upon, before shipment, to arrange terms of payment satisfactory to Woehner. If at any time the Buyer fails to make any payment to Woehner when due, Woehner shall be entitled, among other things, to: deny any further extensions of credit to the Buyer; declare all unpaid amounts at the time outstanding from the Buyer to be immediately due and payable; and otherwise exercise all rights and remedies against the Buyer that may be available under the Buyer's arrangements with Woehner or at law. The Buyer shall pay to Woehner any and all reasonable expenses incurred by Woehner for collection from the Buyer due and unpaid, including reasonable interest, attorneys' fees and all related costs.

V. Minimum Billing

Orders less than \$100.00 net value, one shipment, are subject to a handling charge of \$25.00. Minimum billing can be waived for overnight shipments.

VI. Shipment

Shipments exceeding \$300.00 will be granted freight allowed terms. All shipments not meeting this criteria shall be made F.O.B. at the point of shipment. Woehner shall not be liable for any delay in shipment. The contract of sale shall in no event be subject to cancellation by the Buyer, due either to delay in delivery or to any other cause, except by mutual written agreement. Woehner shall select shipping method and carrier. Any cost associated with the Buyer's request for special shipping; packaging, handling, method or other shall be paid by the Buyer in total.

VII. Delivery

Woehner reserves the right to make partial shipments. Delay in a balance of order shall not relieve Buyer from its obligation to accept delivery of the balance of the order. Delivery dates provided in quotations or order acknowledgements are approximate and not guaranteed.

VIII. Termination

Orders shall not be subject to termination without written consent of Woehner. In such an event the Buyer shall forthwith pay Woehner the contract price for all finished units and a sum, which shall be determined by mutual agreement, in consideration of work in process and of commitments made by Woehner, or in absence of such an agreement, a sum representing (1) actual expenditures made by Woehner in connection with the uncompleted portion of the order, including reasonable cancellation charges paid by Woehner on account of commitments under the order and (2) reasonable estimated profits on the uncompleted portion of the order multiplied by the percentage of completion of the uncompleted portion of the order.

IX. Returns

All returns must be approved in advance by Woehner headquarters, Hampton, NH. Non stock or custom parts may not be returned. All returned items must be current design, in original condition/packaging, and purchased within the previous twelve months. A 10% restocking fee will apply, and the returning party is responsible for all transport charges. Stock returns can be made four times per year, totaling up to 20% of the previous calendar years purchases, not to exceed 5% per quarter.

X. Taxes

Any present or future sales, use, occupation, or other tax, which may be imposed is not included in the price and shall be paid by the Buyer.

XI. Title and Risk of Loss

Title and right to possession of any material remain with Woehner until all payments are made in full. Buyer agrees to do all acts necessary to protect such right and title. Risk of loss however shall pass to Buyer at the time of delivery to the common carrier or licensed truckers.

XII. Credit

Woehner reserves the right at any time to revoke any credit extended to Buyer if Buyer fails to pay for any shipments when due or if in Woehner's opinion there is a material change in Buyer's financial condition. Woehner may, at its option, hold or cancel any accepted order if Buyer fails to pay any invoice when due.

XIII. Defective Material and Workmanship Warranty

Should latent defects in materials and workmanship develop within two years from date of shipment, Woehner will either repair the defective part or parts, free of charge, F.O.B. point of shipment, or supply a new part or parts, free of charge, F.O.B point of shipment; provided Woehner is given opportunity to confirm the existence of defects. Woehner is not liable for contingent or consequential damage or expense in connection with the operation, repair, or replacement of the defective part or parts.

XIV. Limitation on Warranty

The foregoing warranty is exclusive. Woehner disclaims all other warranties including merchantability and fitness for a particular purpose. Correction of non-conformities listed herein shall constitute Woehner's sole liability and Buyer's exclusive remedy for failure of Woehner to meet its warranty obligations, whether claims of the Buyer are based in contract, in tort (including negligence or strict liability), or otherwise.

XV. Liquidated Damages

Contracts which include liquidated damages clauses are not acceptable to, or binding on Woehner unless such clauses are specifically accepted in writing by an executive officer from Woehner headquarters.

XVI. Patents

Woehner agrees that it will, at its own expense, defend any suit which may be brought against the Buyer based on a claim that any apparatus or part furnished under contract constitutes an infringement of any United States letters patent (provided Woehner is notified promptly of such suit and copies of all papers therein are delivered to Woehner); and Woehner agrees to pay all judgments and costs recovered in any such suit. In case such apparatus or any part is held to constitute infringement and the use of the apparatus or part is enjoined, Woehner shall at its own expense, either procure for the Buyer the right to continue using the apparatus or part, or replace with non-infringing apparatus; or modify it so it becomes non-infringing; or remove the apparatus and refund the purchase price and the transportation and installation cost thereof. The foregoing states the entire liability of Woehner for patent infringement by apparatus or any part thereof. Woehner assumes no liability whatsoever for patent infringement of any goods or part thereof designed by Buyer.

XVII. Limitations of Liability

Neither Woehner or its suppliers shall be liable, whether in contract, warranty, failure of a remedy to achieve its intended or essential purpose, tort (including negligence or strict liability) indemnity or any other legal theory, for loss of use, revenue or profit, or for cost of capital or of substitute use or performance, or for indirect, special, liquidated, incidental or consequential damages, or for any other loss or cost of a similar type, or for claims by Buyer for damages of Buyer's customers. Woehner's liability for any claim of any kind shall not exceed the purchase price of the goods or services, or portion thereof, which gives rise to the claim. Woehner and Buyer agree that the exclusions and limitations set forth in this article are separate and independent from any remedies the Buyer may have hereunder, or elsewhere, and shall be given full force and effect whether or not any and all such remedies shall be deemed to have failed of their essential purpose.

XVIII. Force Majeure

Woehner shall not be liable for any delay or failure to perform its obligations under this agreement, resulting due to any fire, flood, acts of God, acts of Buyer, acts of government or other civil or military authorities, strikes or other labor disputes, accidents, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel, or supplies, or other circumstances beyond Woehner's reasonable control. If Woehner elects, the time for performance shall be extended by a period reasonably necessary to overcome the effect of such delay.

XIX. Governing Law

The agreement shall in all respects be construed and governed by the internal laws of the State of New Hampshire, without regard to conflicts of law rules.

XX. Assignment

Buyer shall not assign this contract in total or in part, without the written consent of Woehner, LLC.