

GOODS DESCRIBED SOLD ARE SUBJECT TO THE FOLLOWING TERMS AND  
CONDITIONS UNLESS OTHERWISE SPECIFIED

TERMS OF SALE

All invoices are due net 30 days from invoice date unless otherwise stated on face of invoice. Cash discounts applicable, if any, will be identified to each item on the face of each invoice. Where discounts are specified, such discounts will be allowed only if previously outstanding invoices have been paid. Mailing date of remittance as shown by postmark on envelope containing same shall be construed as "Date of Payment". Interest will be charged at not more than the maximum legal rate per annum on all past due amounts

CONDITIONS

- A. Unless otherwise specified, all orders are accepted and will be invoiced at Seller's prices in effect at time of shipment. Accordingly, all quotations are subject to change at any time prior to shipment unless stipulated otherwise. All prices are FOB point of shipment and title to the material sold passes to the Buyer FOB point of shipment in such cases. Point of shipment is defined as being: (1) the store at which the material sold is located in cases of out-of-stock sales, or (2) the point at which the vendor or manufacturer of the item sold ships the material in cases of direct shipments. Seller's responsibility shall cease when goods are delivered to the carrier. No goods or parts therefore shall be returned to Seller by Buyer without first obtaining permission of Seller. Any claims for storage, deductions or erroneous shipment charges must be made within thirty (30) days after receipt of the goods. In the event of damage or loss in transit, Buyer must give immediate written notice to carrier's agent at destination and to Seller.
- B. Seller shall not be responsible for delay in delivery occasioned by acts of God or of a public enemy, wars, fires, floods, strikes, differences with employees, accidents, governmental orders, rules or regulations or other causes beyond the control of manufacturer or Seller, whether similar or dissimilar to the foregoing. Seller shall use reasonable efforts under the circumstances to ship within the time specified but does not guarantee to do so.
- C. Any taxes which the Seller may be required to pay or collect under any existing or future law shall be for the account of Buyer.
- D. Unless otherwise provided on the front side hereof, all payments by buyer hereunder shall be paid to Seller to address as stated on invoice within 30 days of invoice date. Seller reserves the right, at any time, even after partial delivery or partial payment hereunder, to require satisfactory security from Buyer for performance of its obligations hereunder. Failure to furnish such security when required shall entitle Seller to either defer or cancel, all further performance by Seller hereunder.

- E. (1) THERE IS NO WARRANTY THAT THE GOODS ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE AND THERE IS NO OTHER WARRANTY, EXPRESS OR IMPLIED EXCEPT THAT THE GOODS SHALL CONFORM TO THE DESCRIPTIONS ON THE INVOICE. Any action for breach of Seller's warranty, shall be commenced within one year from the date of delivery of goods.
- (2) TO THE EXTENT SELLER MAY DO SO, SELLER GRANTS TO BUYER THE RIGHT TO ENFORCE ANY WARRANTY GRANTED BY SELLER'S SUPPLIER WITH RESPECT TO NEW API GOODS, BUT BUYER ACCEPTS "AS IS" ALL NON-API, SECONDARY, MILL REJECT, FABRICATED, RECONDITIONED OR USED GOODS.
- (3) Buyer shall assume all risk and liability resulting from the use in its operations of goods delivered under this Contract, or by use of such goods in combination with other equipment, materials or substances.
- (4) Seller shall not be liable for and Buyer hereby waives claims for any commercial losses or for any incidental or consequential damages caused by any defect in goods or any other breach of the conditions of this Contract.
- F. Buyer shall indemnify, defend and hold harmless Seller for all claims, losses, causes of action and expenses that are brought by third parties due to Buyer's use or selection of the goods **REGARDLESS OF WHETHER CAUSED OR CONTRIBUTED TO BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, OR OTHER FAULT OF BUYER.** If it is judicially determined under applicable law that a defense, indemnity or hold harmless protection in this Section (F) is to any degree void or unenforceable if the indemnitee is at fault in connection with a claim, Buyer's obligation to release, defend, indemnify, and hold Seller harmless shall apply (i) except to the extent of the sole negligence of a member of Seller or (ii) to the maximum degree permitted by law, whichever of (i) or (ii) provides the most protection to Seller under applicable law.

There are no understandings or agreements between Buyer and Seller hereto which are not fully expressed herein, and these terms and conditions may not be modified or changed on behalf of Seller except by the written authority of an executive officer of seller. The rights and duties of this Contract are not assignable nor transferable by Buyer without the express written consent of the Seller. The interpretation of this Contract and performance of Buyer and Seller hereunder shall be governed by the laws of the State of Kansas and venue is hereby agreed to be Wichita, Kansas.