

1. **PRICES.** All previous prices are currently withdrawn.
2. **ACCEPTANCE.** If the terms and conditions herein (the "Terms and Conditions") differ in any way from the terms and conditions of Buyer's order, or if these Terms and Conditions are construed as an acceptance or confirmation acting as an acceptance, then the Seller's acceptance is EXPRESSLY CONDITIONED ON BUYER'S ACCEPTANCE OF AND AGREEMENT TO ANY TERMS AND CONDITIONS SET FORTH HEREIN, THAT ARE DIFFERENT FROM OR ADDITIONAL TO THOSE IN BUYER'S ORDER. In addition, this writing shall constitute notice of objection to any terms and conditions in Buyer's order that differ from, or are in addition to, the Terms and Conditions herein. If the Terms and Conditions herein are construed as an offer, acceptance of such offer is EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS SET FORTH HEREIN. In any event, Buyer's acceptance of goods from Seller shall constitute Buyer's acceptance of and agreement to the Terms and Conditions. These Terms and Conditions shall not be supplemented or modified except as agreed to in writing and signed by Seller.
3. **EXPRESS WARRANTIES, CONDITIONS AND EXCLUSIONS.**
 - A. **Warranty.** Subject to the conditions and exclusions set forth below, Seller warrants to Buyer (i) that Seller holds and will pass marketable title to the goods sold hereunder; and (ii) that the goods sold hereunder will be free from defects in materials and workmanship (subject to tolerances and variances permitted by the trade hereunder) for a period of one (1) year from the date of tender of delivery to Buyer.
 - B. **Conditions and Exclusions.** The express warranty set forth above (the "Warranty") is subject to the following conditions and exclusions: (i) Buyer shall not assign its rights under the Warranty and any attempt by Buyer to assign such rights shall render the Warranty, but not any disclaimers or limitations, void, and the goods shall be sold AS IS; (ii) all goods shall be carefully inspected by Buyer upon receipt, be installed by persons who are trained and certified professionals with respect to such installations, and be installed, used, repaired and maintained by Buyer in accordance with all applicable local laws, codes and regulations; (iii) goods covered by the Warranty shall be warranted in connection with original installation only.
4. **DISCLAIMER OF IMPLIED WARRANTIES.** SELLER MAKES NO WARRANTIES EXCEPT AS EXPRESSLY SET FORTH ABOVE. SELLER DISCLAIMS ANY AND ALL WARRANTIES IMPLIED BY LAW, USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.
5. **LIMITATIONS OF LIABILITY.** Buyer acknowledges that the following limitations of Seller's liability are fair and reasonable and shall apply to any act or omission hereunder, as well as to any breach of contract of which these Terms and Conditions form a part.
 - A. **Disclaimer of Damages.** SELLER AND ITS EMPLOYEES, AGENTS AND FRANCHISEES WILL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT OR SPECIAL DAMAGES SUFFERED BY BUYER, ANY OF ITS EMPLOYEES, AGENTS OR ANY OTHER PERSON, WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY. Such damages include, but are not limited to, loss of profits, loss of use of the goods, damage to property, and claims of third parties. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on the duration of an implied warranty, such that the above limitations may not apply to you, and you may have other legal rights which vary from state to state.
 - B. **Notice and Time of Claims.** Buyer agrees (i) to check and inspect all products against shipping papers and for damage or shortage upon receipt of goods at destination; (ii) that any claim for loss, damage in transit, or other cause visible upon inspection shall be made within five (5) days of receipt; (iii) that the parties expressly waive the statute of limitations and that any legal proceeding for any cause of action arising from or relating to this contract shall be waived unless commenced within two (2) years after the accrual of such cause of action.
6. **ATTORNEY'S FEES.** Buyer agrees to reimburse Seller for any costs and expenses, including reasonable attorney's fees, incurred by Seller as a result of any breach or default by Buyer of its obligations hereunder.
7. **TERMS.** Net 30 Days for those firms furnishing satisfactory credit reference. Interest on accounts overdue more than thirty (30) days will be charged at a rate of 2% per month or the highest rate permitted by law, whichever is lower (the "Overdue Rate").
8. **QUOTATIONS.** Unless otherwise stated, quotations are for 90 day acceptance.
9. **MINIMUM ORDER.** 25.00 Net.
10. **SHIPPING TERMS.** The method of shipment and carrier shall be determined by Seller unless Buyer shall have specified a method of shipment and carrier (more) than ten (10) days prior to scheduled shipment. Title and all risks of loss or damage shall pass to Buyer upon delivery to carrier. We are not responsible for any delays in delivery which are beyond our control such as fires, strikes, delays in transportation or any similar contingencies We reserve the right to ship via carriers that in our opinion are the most efficient. Where possible, customer's routing will be followed. All orders shipped prepaid will have a nominal administration charge per freight bill.
11. **RETURNS.** Custom and modified equipment are not returnable. Return authorization must be requested within 90 days. No returns are to be made to Seller without first obtaining a return authorization. No returns will be accepted or credited without such prior authorization and returns may be subject to a restocking charge of 25% of the purchase price plus transportation charges.
12. **SHORTAGE.** Krowne must be notified in writing within 5 days of receipt of shipment.
13. **TAXES.** Buyer will pay when due any and all taxes, tariffs, fees and assessments or any other similar charges imposed upon this contract, the goods covered hereby or the delivery, installation, use or resale thereof. If customer fails to pay any such amount when due, Seller may elect to pay it and Buyer shall promptly reimburse Seller for such payment, together with interest at the Overdue Rate.
14. **GOVERNING LAW.** This agreement, and all matters arising hereunder, shall be interpreted and resolved in accordance with the laws of the State of New Jersey, without giving effect to conflict of law principles and excluding the United Nations Convention on the International Sale of Goods. Buyer and Seller submit to the personal jurisdiction of the state and federal courts of the State of New Jersey and agree that such courts will have jurisdiction over them in connection with any matter relating to or arising under this agreement. Service of process may be made by registered or certified mail, return receipt requested, to the last known address of the party being served. Process may also be served by any other legal means and Seller may bring an action with respect to any such matter in another jurisdiction.
15. **PRINTS AND DRAWINGS.** All prints and drawings submitted with orders will be accepted as correct sizes and any errors arising from the same will be the responsibility of the customer. There are no returns or cancellations for equipment built to your specifications.
16. **PRODUCT IMPROVEMENT.** Due to our commitment to continued product improvement, specifications are subject to change without notice.
17. **MISCELLANEOUS.** If any of the foregoing Terms and Conditions is declared illegal or unenforceable by a court of Competent jurisdiction, it will be ineffective only to the extent of such illegality or unenforceability, without affecting the validity and enforceability of the other Terms and Conditions. The headings used herein are inserted for convenience of reference of these Terms and Conditions. All prices are in US dollars.