

DAYTON INDUSTRIAL CORPORATION
TERMS AND CONDITIONS OF SALE

For customer service or to report goods damaged in transit;
call 1 941 351 4454 or FAX 941 351 6081

1. Offer of Sale: Any purchase order issued in response to this offer to sell is considered to be buyers acceptance of these Terms and Conditions of Sale. Seller hereby objects to any additional, different or conflicting terms or conditions set forth in buyers acceptance order. No terms or conditions of Buyer's purchase order shall be effective unless expressly accepted by Seller in writing.

2. Prices, Taxes and Payment: Prices will be those in effect on order date. Written or verbal quotations expire at the end of 30 days, unless otherwise agreed by Seller in writing. The amount of any present or future duties, taxes or other charges imposed on any transaction between Buyer and Seller shall be added to the prices quoted or invoiced and shall be paid by Buyer, except those already charged on the face of the offer to sell. Buyer shall provide Seller with a tax exemption certificate acceptable to the authorities imposing same. Buyer agrees to pay for Products and any shipping or other charges in full on the Sellers invoice or other documents. In addition to all other remedies Seller has under applicable law, in the event of Buyer's default, Seller shall have the right to charge interest on overdue balances at the rate of One and one Half (1.5%) Percent per month. Buyer shall also pay all costs of collection including, without limitation, attorney's fees.

3. Warranty: Where warranties are made for specific Products, the terms of those warranties shall apply. For all other products, Seller warrants only that a Product will be free from defects in materials and workmanship when products are installed and operated in accordance with factory recommendations and instructions for a one (1) year period from date of invoice. This warranty specifically excludes damages or wear to Products caused by misuse, abrasion, corrosion, negligence, accidents or faulty installation. Any warranty claims must be made in writing with in the warranty period.

The sole liability of Seller and the exclusive remedy of the Buyer arising out of the supply or use of a Product, whether arising under contract, tort (including negligence), strict liability or otherwise shall be the modification, adjustment, repair or replacement of the goods, or refund of the purchase price.

The warranty set forth above is exclusive and no other warranty, whether written or oral, is expressed or implied. Dayton Industrial Corporation specifically disclaims the implied warranties of merchantability and fitness for a particular purpose.

4. Shipment and Risk of Loss: Unless different terms are stated on the face of the offer to sell, all prices are F.O.B. Sellers place of business for shipments to destinations in the United States and F.O.B. Sellers place of business with delivery duty unpaid for all other destinations. Method and route of shipment will be at Seller's discretion. Seller reserves the right to make delivery in installments, and all installments invoiced shall be paid when due per invoice, without regard to the date of subsequent deliveries. Risk of loss or damage to Products shall pass according to applicable shipping term.

5. Delay in Performance: Seller shall not be in default nor liable for any expense, loss or damage occasioned by a delay in performance due to causes beyond its control, including but not limited to labor disputes, floods, hurricanes, fire, transportation delays, inability to obtain materials, or manufacturing equipment breakdown.

6. Indemnification: If Seller makes a Product to Buyer's specifications, or if Seller's Product has been modified or altered in any way by any party other than Seller after shipment, or if any party other than Seller has misused, misapplied, damaged or been guilty of negligence in relation to Product, Buyer agrees to hold Seller harmless and indemnify it against any loss, cost, damage or liability paid or incurred by Seller: (a) from any and all third party claims; or (b) resulting from any recall, inspection, testing, replacement or corrosion of any Product; or (c) resulting from the violation of any law, regulation, rule, order or restriction of any governmental authority resulting from or incident to the sale of a Product to Buyer; or (d) resulting from any actual or alleged infringement of any patent, copyright or similar common or civil law right of third party resulting from the sales of a Product to Buyer; and any costs of defense, attorneys fees, inspectors fees and/or costs of testing incident to any of the foregoing.

7. Limitation of Liability: Seller shall not be liable, whether arising under contract, tort (including negligence), strict liability, or otherwise, for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, cost of money, loss of use of equipment, capital or revenue, or for any economic or consequential loss or damage. Seller's maximum liability, whether arising from breach of contract, tort (including negligence), strict liability, breach of warranty or otherwise shall not exceed the purchase order price.

8. Governing Law: Any contract resulting from the offer to sell shall be governed by the laws of the State of Florida, U.S.A., and subject orders or agreements shall be deemed to have been entered into and performed in Florida.