

TERMS AND CONDITIONS OF SALE

Unless otherwise specifically specified, the following terms and conditions apply for both the Seller (WescoBHT Mfg.) and any/all Buyers:

1. TERMS OF PAYMENT:

Invoices are payable within the terms as shown on the invoice. Buyer's credit shall be subject to Seller's continuing approval. In the event Buyer's credit position, in the opinion of the Seller, is unsatisfactory or becomes impaired, Seller may demand advance payment, satisfactory security, or a guarantee of prompt payment. If Buyer refuses to give the payment, security, or guarantee demanded, or if Buyer is in default in any payment or if any proceedings, voluntary or involuntary, are instituted by or against the Buyer in bankruptcy or insolvency or under any provision of the U.S. Bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, Seller may cancel any/all orders, refuse to deliver any undelivered goods, and Buyer shall immediately become liable to Seller for the unpaid price of all goods delivered, all goods in process of manufacture, and for any and all damages, including loss of reasonable profits caused by Buyer's default. Seller may charge the Buyer interest at the maximum legal rate of interest on unpaid invoices from the due dates thereof, together with all costs of collection including reasonable attorneys' fees. The foregoing rights are without prejudice to any other lawful remedy, including without limitation the right to reclaim any goods received on credit by the Buyer while insolvent.

2. REMITTANCES:

Seller may instruct that remittance shall be sent to a bank or other receiving agency or depository. No receiving agency or depository has authority to settle claims for Seller or to accept payment tendered as payment in full. Therefore, Buyer agrees that notwithstanding any endorsements or other legend appearing on Buyer's checks, drafts, or other orders for payment of money, they do not, because of such endorsement or legend, or otherwise, constitute payment in full or settlement of account.

3. CHANGE OF PRICE:

Quoted prices represent current prices now in effect. All prices are subject to change without notice **and the final price may increase at the time of shipment due to volatility in the market for raw materials and supplies.**

4. TOLERANCES:

All tolerances to be in accordance with Seller's standards.

5. QUANTITY TOLERANCES:

Quantity tolerances to be in accordance with Seller's standards.

6. CHANGES:

Seller assumes no responsibility for any changes in specifications unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon acceptance of such changes.

7. CANCELLATION:

Appropriate charges may be levied on those purchase orders which are cancelled. Prior to issuing cancellation charge, every effort will be made to work out an equitable adjustment.

8. DELAYS:

The acceptance, completion, and delivery of good and/or services is subject to the rules, regulations, authorizations, directions, and orders of all United States Government Departments and Agencies; our ability to obtain materials, supplies, or equipment; accidents or breakdowns; differences with workmen; strikes; fires or floods; lack of transportation facilities; or other causes which are unavoidable or beyond our control. Delivery schedules are subject to industry conditions. They are estimates only, and not guaranteed. Seller reserves the right to ship goods in advance of established delivery schedule.

9. TAXES:

Buyer agrees to pay such taxes, excise and otherwise as may be levied by the Federal Government or the State or any political subdivision thereof, upon the manufacture, sale and use of the product being sold hereunder.

10. WARRANTY:

Buyer shall assume full responsibility for the inspection of all shipments when received. Buyer shall notify Seller in writing of any failure to conform to specifications of the goods thereof delivered in accordance herewith, such notification to be as soon as possible after delivery but in no event later than thirty days after such delivery, and in any event prior to the time that any further processing, assembling, or other work is undertaken upon the goods. **ALL LIABILITY HEREUNDER SHALL CEASE AFTER ANY FURTHER PROCESSING, ASSEMBLING, OR OTHER WORK HAS BEEN UNDERTAKEN BY BUYER OR OTHERS UPON THE GOODS.** No unauthorized returns will be accepted. If Seller does not receive notice of such failure to conform to specifications from Buyer as aforesaid, the shipment shall be deemed to have been accepted and approved by Buyer. Upon verification by Seller of nonconformance to specification of any timely returned material, Seller may repair and/or replace same, or at Seller's sole option, credit in lieu thereof shall be issued. SELLER'S LIABILITY FOR GOODS NOT CONFORMING TO SPECIFICATIONS SHALL BE LIMITED TO THE SALES PRICE THEREOF, AND SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL EXPENSE OR DAMAGE TO BUYER, INCLUDING WITHOUT LIMITATION, ANY ANTICIPATED OR LOST PROFITS, LOSS OF PRODUCTION, RECALL OR ANY OTHER LOSS RESULTING FROM THE CONDITION OF USE THEREOF. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS AND OF ANY OTHER OBLIGATION ON THE PART OF SELLER.

11. PAYMENT VIA CREDIT CARD:

Buyer agrees to pay Seller, in addition to any quoted price, a separate fee equal to and not in excess of the current processing fee which the Seller is charged by the processing bank pursuant to section 5-2-212 of the Colorado Revised Statutes: "A seller or lessor may impose a processing surcharge in an amount not to exceed the merchant discount fee that the seller or lessor incurs in processing the sales or lease transaction. A seller or lessor shall not impose a processing surcharge on payments made by use of ACH, check, or a debit card or redemption of a gift card."

12. PACKAGING & DELIVERY:

Buyer agrees to pay Seller all fees associated with final packaging and delivery of finished goods to the Buyer or Buyer's agent if so instructed by Buyer to Seller. This shall include, but not be limited to, WescoBHT delivery service fees, 3rd party delivery fees, courier fees, packaging materials, and pallets. Effort will be made to include these charges as applicable as part of a quoted price.