

TERMS AND CONDITIONS OF SALE

1. The Seller's acceptance of Buyer's Order is expressly limited to and conditioned upon Buyer's assent to the terms and conditions listed herein. Buyer's execution of the Sales Order and/or acceptance of delivery of any part of the goods to be delivered hereunder shall constitute Buyer's acceptance of the terms and conditions contained in this Sales Order, and the exclusion of any terms and conditions otherwise stated by Buyer or contained in Buyer's purchase documents or correspondence which conflict with or limit the terms and conditions contained herein. **A FACSIMILE OF THE SALES ORDER CONTAINING BUYER'S SIGNATURE SHALL CONSTITUTE BUYER'S ACCEPTANCE AND SUCH FACSIMILE (WHICH SELLER MAY ACCEPT BY AFFIXING ITS SIGNATURE THERE TO) SHALL BE CONSIDERED AN ORIGINAL AS IF SIGNED BY ALL THE PARTIES.**
2. This Order is subject in all respect to approval and acceptance by Seller at its Home Office and when so accepted is binding upon both parties, but Buyer waives notice of such acceptance. If the goods listed on the reverse side hereof are not in Seller's stock, this Order is also subject to the manufacturer's acceptance of Seller's Order for the subject goods. This document constitutes a security agreement. A carbon photographic, facsimile or other reproduction thereof may be filed by Seller as an UCC-1 Financing Statement.
3. For collect shipments, Buyer assumes all responsibility for loss or damage to the goods from any cause after delivery of the goods by Seller or by manufacturer to a common carrier which constitutes delivery to Buyer. For prepaid shipments, buyer assumes all responsibility for loss or damage to the goods from any cause after delivery of the goods by Seller or by manufacturer to the Buyer or buyer's agent.
4. The prices specified on the reverse side hereof do not include any Federal, State, or local taxes that may be assessed or levied against Seller or any of the goods or services ordered by Buyer. The amount of such taxes will be paid by Buyer, will be billed to Buyer, and will be due and payable upon presentation of invoice. If such taxes are paid by Seller, any sum so paid will be charged and will be paid upon presentation of invoice.
5. Installation based on unimpeded access to free and clear work area.
6. All transportation, rigging and drayage charged for the goods from Seller's shipping point will be borne by Buyer.
7. Prices for the goods are stated on the reverse side hereof. **The invoices for customers with established credit terms shall be payable net 30 days unless otherwise stated on the reverse side.** In the event that the manufacturer's applicable price is increased prior to delivery of the goods under this Sales Order, the price of undelivered units hereunder will be increased to reflect manufacturer's increase in price at the time of delivery of the goods to Buyer. Credit card payments are subject to 3% convenience surcharge.
8. Until Buyer has made all payments and complied with all conditions and obligations herein to be performed by it, Seller retains title to and reserves a security interest in the goods, the proceeds thereof (the terms "proceeds" being included herein solely to protect Seller against Buyer's unauthorized disposition of the goods, and without authorizing the sale or transfer of the goods by Buyer without Seller's written consent) and all accretions, additions, accessories, replacements and substitutions thereto or therefor in order to secure Buyer's payment of the purchase price hereunder and performance of all other obligations herein to be performed by Buyer. Should Buyer default in any of its obligations to Seller hereunder or remove any or all of the said goods from the premises of Buyer, without consent of Seller, or in the event that Buyer shall encumber or part with possession of same without consent of Seller, or in the event that Buyer becomes insolvent or makes an assignment for the benefit of creditors, or in the event that a petition is filed by or against Buyer under the Bankruptcy Act (including, without limitation, a petition for reorganization, arrangement or extension), or under any other insolvency law or laws providing for relief of debtors, then if, and to the extent, permitted by law, Seller shall have the right in addition to such other rights as may be available to it without prior notice to Buyer to enter into and upon premises where the goods covered by the Sales Order may be found and take possession thereof, without further proceedings, and Seller may without notice declare this Agreement terminated and may retain the consideration received by it thereunder as liquidated damages. Should a claim hereunder be placed by Seller in attorney's hands for collection or in the event of other litigation, reasonable attorney's fees and costs will be paid by Buyer to Seller. Buyer will join Seller in executing one or more financing statement or other document in form satisfactory to Seller and Buyer agrees to do and hereby appoints Seller its attorney-in-fact to do, at the option of Seller and at Buyer's expense all acts which Seller may deem necessary or desirable to protect and continue perfected the security interest contemplated herein. **This document constitutes a security agreement. A carbon, photographic, facsimile or other reproduction thereof may be filed by Seller as an UCC-1 Financing Statement.**
9. Seller will not be liable for delays in shipment or performance nor will Buyer be excused from performance because of such delays.
10. Any failure of performance by Seller hereunder which is due to causes beyond Seller's control, including, but not limited to, acts of civil or military authority, national emergencies, labor difficulties, fire, flood, or other catastrophes, Acts of God, quarantine, insurrections, war, riots, failure of transportation, and delays of suppliers, shall not be deemed to be a default by Seller.
11. Seller agrees to the extent they are assignable, to afford to Buyer without recourse to Seller, the benefits of any manufacturer's or vendor's warranties received by Seller. **NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXTENDED AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITIES IN CONNECTION WITH THE SALE OF THE SAID GOODS OR SERVICES. SELLER WILL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, CONSEQUENTIAL OR SPECIAL, WHETHER ARISING UNDER STATUTES, THROUGH NEGLIGENCE OR OTHERWISE; SUCH DAMAGES BEING HEREBY EXPRESSLY WAIVED.** Seller makes no warranty with respect to and will not be liable for infringement of any type resulting from the sale, performance or use of the goods and services provided hereunder.
12. The Sales Order, including only modifications or additions agreed to in writing by Seller, expresses the entire understanding of the parties with reference to the subject matter hereof; and no representation or agreements modifying or supplementing the terms of the Sales Order shall be valid unless in writing signed by a person authorized to sign Agreements on behalf of each party.
13. Should Buyer fail to pay any invoice to Seller in accordance with the terms of Seller's invoice, buyer shall pay to Seller finance charges on such delinquent payment until paid at the greater of either 12% or the maximum rate allowable by the laws at the jurisdiction in which Seller's principal place of business is located. Any provision herein that may be invalid or illegal shall in no way be held to invalidate any of the remaining provisions otherwise not valid or illegal. Allocation of payment – All payment and deposits will be allocated first to any outstanding finance charges. Any remaining monies will be allocated to the invoices.
14. Seller shall not be liable for: claims for shortages of shipment unless made by Buyer in writing within ten (10) days, damage to property arising or connected with the equipment or services purchased by Buyer and Seller, or the equipment use, operation or failure to operate, or any act or omission of Buyer or its employees or agents.
15. In no event will Seller be liable for direct, indirect, consequential or special damages, or loss of profits.
16. Buyer will indemnify and save Seller harmless from all claims, expenses, liability and damages resulting from injuries to persons or damage to property arising from or connected with the equipment or services purchased by Buyer from Seller, or the equipment's use, operation or failure to operate, or any act or omission of Buyer or its employees or agents.
17. The Sales Orders shall be transferable in whole or in part only with Seller's prior written consent.

SPECIAL TERMS AND CONDITIONS OF SALE

General

Custom orders require a deposit and are subject to cancellation fees. Purchaser is responsible for all applicable taxes and fees.

Electrical installation is not included unless otherwise stated.

Installation based on unimpeded access to free and clear work areas. All installation is to be done during normal business hours Monday through Friday unless otherwise stated.

Special note in the event of manufacturer sur-charges: Please be advised that, depending on the time taken to order and the project run time, pricing could go up. DACO Corporation, cannot absorb these possible additional costs. This is the responsibility of the customer. DACO Corporation, will endeavor to project and document possible price changes for the customer as effectively and correctly as possible.

Special Note: It is the choice of the Customer to either permit and then manufacture the product or to do both simultaneously. If both are done simultaneously, there is the remote risk that the City would require changes in the design of the product from its manufactured state. The bill of materials presented is based on Preliminary Engineering. However, that is no guarantee against Final Engineering or local authorities and their interpretation of local and national codes. If the Customer chooses to wait for the permit, the lead time for project completion would be longer.

Scope of Work: Construction shall be done by experienced non-union labor. All work shall be performed during normal weekday work hours. Any work required during weekends or overtime hours shall result in additional costs. These changes, or any other changes, shall be made in writing to DACO Corporation by Buyer. Buyer shall provide installers with a **Free** and **Clear** construction site/work area. Lost time due to an unprepared work area shall be billable to Buyer. Destination address shall be the construction site unless otherwise requested. Receiving, unloading and staging of the job materials or equipment on the installation site shall be by Buyer unless otherwise requested. If freight damage, of any kind, is determined, please notify DACO Corporation with-in 4 hours in order to try to recover any losses. Changes to the delivery schedule or to the delivery location may result in added charges. If the shipment cannot be delivered to the work site and must be stored elsewhere, there will be additional storage and transfer charges. If installers have to transfer materials from a remote area to the job site, extra costs shall be billed to the Buyer. Decisions concerning any permitting or inspections required by local or State authorities are the responsibility of the Buyer. By signing approval of this document, or supplying a purchase order for this proposal, the Buyer, takes full responsibility for any changes, modifications or liabilities that may occur as a result of the permit process. If local authorities require special inspections done by independent engineering labs, (that are not already included in this document), additional costs are the responsibility of the Buyer. Sufficient supply of electrical power for tools and welders shall be within 50 feet of work site. Welding may be required depending on the project. **Installation pre-planning meeting should be scheduled approximately one week before installation date.**

New Construction

If contract requires Sub-Contractor to name General Contractor as a Primary Non-Contributory, an additional charge of \$199.00 will apply.

Any additional insurance costs for coverage required above the limits currently provided by DACO Corporation, or it's sub-contractors will be the responsibility of the General Contractor/Customer.

All electronic billing service fees (if applicable) are not included in this quotation. They will be added to the total above.

Custom orders require a deposit and are subject to cancellation fees. Purchaser is responsible for all applicable taxes and fees.

Electrical installation is not included unless otherwise stated.

Installation based on unimpeded access to free and clear work areas. All installation is to be done during normal business hours Monday through Friday unless otherwise stated.

Special note in the event of manufacturer sur-charges: Please be advised that, depending on the time taken to order and the project run time, pricing could go up. DACO Corporation, cannot absorb these possible additional costs. This is the responsibility of the customer. DACO Corporation, will endeavor to project and document possible price changes for the customer as effectively and correctly as possible.

Special Note: It is the choice of the Customer to either permit and then manufacture the product or to do both simultaneously. If both are done simultaneously, there is the remote risk that the City would require changes in the design of the product from its manufactured state. The bill of materials presented is based on Preliminary Engineering. However, that is no guarantee against Final Engineering or local authorities and their interpretation of local and national codes. If the Customer chooses to wait for the permit, the lead time for project completion would be longer.

Scope of Work: Construction shall be done by experienced non-union labor. All work shall be performed during normal weekday work hours. Any work required during weekends or overtime hours shall result in additional costs. These changes, or any other changes, shall be made in writing to DACO Corporation by Buyer. Buyer shall provide installers with a **Free** and **Clear** construction site/work area. Lost time due to an unprepared work area shall be billable to Buyer. Destination address shall be the construction site unless otherwise requested. Receiving, unloading and staging of the job materials or equipment on the installation site shall be by Buyer unless otherwise requested. If freight damage, of any kind, is determined, please notify DACO Corporation with-in 4 hours in order to try to recover any losses. Changes to the delivery schedule or to the delivery location may result in added charges. If the shipment cannot be delivered to the work site and must be stored elsewhere, there will be additional storage and transfer charges. If installers have to transfer materials from a remote area to the job site, extra costs shall be billed to the Buyer. Decisions concerning any permitting or inspections required by local or State authorities are the responsibility of the Buyer. By signing approval of this document, or supplying a purchase order for this proposal, the Buyer, takes full responsibility for any changes, modifications or liabilities that may occur as a result of the permit process. If local authorities require special inspections done by independent engineering labs, (that are not already included in this document), additional costs are the responsibility of the Buyer. Sufficient supply of electrical power for tools and welders shall be within 50 feet of work site. Welding may be required depending on the project. **Installation pre-planning meeting should be scheduled approximately one week before installation date.**

Custom Orders: Require a deposit and are subject to cancellation fees. Purchaser is responsible for all applicable taxes and fees. If contract requires Sub-Contractor to name General Contractor as a primary Non-Contributory, an additional charge of \$199.99 will apply. Due to the volatility of steel and oil costs, the steel & freight prices reflected in this proposal will change with time.

If the General Contractor's contract requires DACO Corporation to use an "Outside" or "Electronic Billing Service" which necessitates a registration or purchase fee, the added cost for this service will be billed back to the General Contractor.

Special Note: Please be advised that, depending on the time taken to order and the project run time, pricing could go up. DACO Corporation cannot absorb these possible additional costs. This is the responsibility of the customer. DACO Corporation will endeavor to project and document possible price changes for the customer as effectively and correctly as possible.

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