# TERMS, CONDITIONS, AND LIMITATIONS OF SALE.
## PRICES SUBJECT TO CHANGE WITHOUT NOTICE

Alumana is hereinafter referred to as "seller".

**Warranties:    1.** Seller expressly warrants all components manufactured by or for Seller or under Sellers control and direction to be free of defects in material and workmanship subject to the following terms, conditions, and limitations: (a) The component must be used under normal conditions and service; (b) The warranty is for a term of one (1) year from date of shipment by seller unless stated otherwise in catalogue; (c) The sellers only liability for breach of this expressed warranty is, at sellers cost, to repair or replace such defective component, fob jobsite, a warehouse, or as specified in sellers last confirming order for such defective component; and (d) Seller's opinion, after inspection of such components, shall be final and binding as to whether such component was in fact defective.

**2.** Seller expressly warrants That the goods sold conforms to the description in this catalogue. Seller's liability for breach of this warranty shall be to repair, correct, or replace such non confirming goods at its cost, fob jobsite, warehouse, or as specified in sellers last confirming order for such goods, shall be binding as to whether or not such goods, shall be binding as to whether or not such goods conform to their description.

**Exclusion of all other warranties:** Seller makes no other expressed or implied warranties other than those heretofore stated. Seller makes no other expressed or implied warranties of merchantability or fitness for intended use. No other or further implied warranties shall be created by course of dealing between the parties or by customs in the trade.

**Damages:  1.** Buyer's or consignee's acceptance, after inspection, of the goods from carrier shall constitute a waiver of claim for damages against seller for a delay or damages to goods in transit. Buyer shall in such circumstances be limited solely to an action against carriers or third parties other than the Seller.

**2.** If Buyer elects to delay shipment of goods later than the original shipping date requested, Seller may invoice Buyer on original shipping date and buyer agrees to pay as if the goods were timely shipped. Buyer agrees to pay reasonable storage charges in the event of such delay shipping. Buyer agrees to pay any additional sales, excise, or ad valorem taxes charged to Seller because of such delay shipping.

**3.** Seller will use its best efforts to ship goods ordered by Buyer on agreed shipping dates. Seller shall not be liable to Buyer for damages for late shipment nor shall the validity of sales agreement be affected by acts of god, fire, war, civil commotion, strikes, shortages of labor or materials, casualties, or any other conditions beyond the control of Seller.

**4.** Because of the low price of goods sold to Buyer by Seller, Buyer waives and agrees that in the event of any breach of sales agreement by Seller, Seller shall not be responsible to Buyer or any third parties for any incidental or consequential damaged suffered by Buyer or third parties other than the sole remedy of returning the goods to Seller for a refund of the price. In the event of claim by third parties for consequential or incidental damages, Buyer agrees to indemnify and hold harmless the Seller from such claims and damages.

**Confirmation and order controlling:** Acceptance of the terms, conditions of sale, and proposed delivery dates between Buyer and Seller shall be controlled by a quotation or by a confirming order which govern in the event of any conflicting terms, conditions of sale, and proposed delivery dates contained in any prior writing, unless the Buyer notifies the Seller to the contrary, in writing within ten (10) days after Buyer's receipt of such confirming order. The terms of such quotation can only be varied by an authorized officer of Seller. Any dispute involving the interpretation of this agreement shall be controlled by the laws of the State of California.

**Restocking charges:** Up to 30% and solely up to Sellers discretion.