

Standard Terms and Conditions

1. **Complete Agreement:** This embodies the complete agreement between J. A. King (herein referred to as the "Company") and the Buyer. It may only be modified in writing signed by both parties. Any provision in Buyers purchase order incorporated herewith is expressly rejected.
2. **Payment:** Terms are net 30 from date of invoice for goods and net 15 for service work. **INTEREST AT THE RATE OF 1.5% PER MONTH SHALL BE CHARGED ON ALL ACCOUNTS OVER 30 DAYS OLD.**
3. **Delivery:** Delivery dates are approximate. The Company will use its best efforts to meet the indicated delivery date but shall not be responsible for any damages resulting from the failure to make delivery on or before that date.
4. **Shipping Charges:** Except as otherwise expressly stated on the face of this acknowledgement: The goods shall be delivered F. O. B. manufacturer's shipping point and the prices charged shall be the prices regularly established at time of shipment, all stated discounts shall apply to list prices: Buyer shall, in addition, pay all shipping and handling charges from factory, or their equivalent, and also taxes on the sale, delivery or use. Nevertheless, in all cases: Company reserves the right to elect terms of payment C.O.D., SDB/L, or Net 30 days after shipment and accounts past due shall bear interest at the highest lawful contract rate, and Buyer shall pay all costs and expenses, including attorney's fees, incurred in collecting the same.
5. **Cancellation:** Delivery of ordered goods may not be canceled without the prior written approval of the Company. The minimum cancellation charge shall be 20% of the contract price and may in the case of special order goods be greater. The Company reserves the rights of Seller under the UCC as enacted in N.C. to cancel an order.
6. **Security Interest:** The Company retains its purchase money security interest in all goods sold until payment is received. Buyer agrees to execute and deliver a UCC-1 in proper form in order to perfect this interest in the event payment extends beyond 10 days from the date of delivery of the goods.
7. **Limited and Special Warranties:** **THE FOLLOWING RESPECTIVELY AND AS APPLICABLE TO EACH CLASS OF GOODS OR SERVICE ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY SELLER TO THE EXCLUSION OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED.**
 - a. **New Equipment:** The equipment sold under the terms of this contract is sold with the original manufacturer's warranties. These warranties may cover the entire equipment, or, in the event the equipment is assembled by the Company, shall cover all or a portion of the components of the assembled equipment. The Company, makes no warranty on new equipment, either express or implied at law, other than to deliver manufacturer's original equipment warranty. In no event shall the Company be responsible for the replacement or repair of such equipment, nor shall it be responsible for any consequential or incidental damages resulting from such defect or failure of equipment, whether supplied for a specific purpose or otherwise.
 - b. **Used Equipment:** All used equipment is sold subject to a limited warranty for a period of thirty days. During this thirty days the Company will repair such equipment without charge to purchaser provided purchaser shall pay transportation costs for such equipment to and from seller's repair shop or the nearest agency capable of making repairs; or, if purchaser desires repairs to be made where equipment is located, purchaser agrees to pay traveling expenses of mechanic to and from seller's shop or nearest agency capable of making repairs. The Company makes no other warranty either express or implied at law with respect to such used equipment and in no event shall the Company be liable for any incidental or consequential damages resulting from any defect or failure of such equipment.
 - c. **Service:** The Company warrants its service work for a period of 90 days for parts and 30 days for labor from the date of its completion. It agrees to either replace or repair any component installed by it for that period. Such component may either be new, re-manufactured or refurbished by the Company and that it will correct any recurring problem repaired by it during said 90 day period.



d. Engineered Systems: The Company warrants the system, exclusive of new equipment covered by the manufacturer's warranty as limited above. The Company warrants that for a period of one year from Start-up or 18 months from the date of shipment to the Buyer, whichever occurs first, the Engineered System covered by this warranty will perform in accordance with the specifications of final adjustments and start-up operations are approved by qualified Company personnel. The Company does not warrant that the Engineered System covered by this warranty will perform in accordance with specifications to the extent that equipment forming a part of the Engineered System is not supplied by or approval for incorporation into the System by the Company. The Company will correct during the warranty period any deficiency in meeting specifications provided that travel costs will be charged after 90 days. If, after reasonable effort the Company cannot correct said deficiencies, the Company will make an equitable price adjustment based on the performance actually provided, not to exceed the purchase price. The Company further warrants that equipment, parts and components supplied by it and forming a part of the Engineered System covered by this warranty will be treated as described in paragraph, above. For purposes of this warranty, start-up will have been deemed to be completed when either the Engineered System is partially or completely put into use or when the company has met the specifications whichever is sooner.

8. Software/License: The Company warrants that Company developed software will be free from errors in program logic, clerical program preparation and transcription and will function accordingly to original specifications once installed. The warranty period shall be the same as the warranty period for the Company equipment with which the software is supplied. If the software does not meet the above warranty, and if the Buyer promptly notifies the Company and provides the description of the error and complete information about the manner of its discover, the Company shall thereupon correct any defect or error (at its option); (a) by modifying or making available to the Buyer instructions for modifying any erroneous program, or (b) by making available at the Company's plant necessary corrected or replacement programs. Certain programs provided by the Company are copyrighted. Buyer is granted a license to make copies of such programs for use only with the system for which such programs were acquired. Other programs supplied by the Company are trade secrets, and if so, are marked confidential. Buyer agrees to use its reasonable efforts to maintain such programs confidential and to not disclose such programs to third parties after receipt unless such programs enter the public domain through no fault of the Buyer. Buyer agrees to use those programs marked confidential only for with the system for which they were acquired. The foregoing warranty shall not apply to effects resulting from: (1) unauthorized modification; (2) Buyer-supplied software or interfacing.

UNDER NO CIRCUMSTANCES SHALL THE SELLER HAVE ANY LIABILITY FOR LIQUIDATED DAMAGES OR FOR COLLATERAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR THE LOSS OF PROFITS, OR FOR ACTUAL LOSSES OR FOR LOSS OR PRODUCTION OR PROGRESS ON CONSTRUCTION, WHETHER RESULTING FROM DELAYS IN DELIVERY OR PERFORMANCE, BREACH OF WARRANTY, CLAIMS OF INCORRECT WEIGHING, CLAIMS OF OR FOR NEGLIGENT MANUFACTURE, ACTS OF GOD OR OTHERWISE. THE AGGREGATE TOTAL LIABILITY OF THE SELLER UNDER THIS CONTRACT, SHALL IN NO EVENT EXCEED THE CONTRACT PRICE. BUYER AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER FROM ALL CLAIMS BY THIRD PARTIES WHICH EXTEND BEYOND THE FOREGOING LIMITATIONS ON SELLERS LIABILITY.

9. Remedies: Unless and until all sums (however evidenced) payable in respect of the sale and delivery of the goods have been fully paid in money and satisfied: (a) the goods shall remain strictly personal property, however affixed to realty, title thereof and ownership thereof shall remain in the Company, and Buyer shall keep the property insured and free from liens or encumbrances, pay all taxes thereon, make good all loss, damage, or deterioration and take all steps necessary to preserve the Company's title, including the execution and filing of all instruments necessary for such purpose. (b) Company shall have, in the event of default in the terms hereof, may exercise cumulatively and not in the alternative, all rights and remedies provided by the applicable laws of the jurisdiction, as if expressly herein so provided, native, and in so far as permitted by such laws, may declare all sums payable hereunder immediately due and payable, may take possession of the property or any part thereof wherever found, and may sell the same at public or private sale on such terms as it may deem advisable, giving Buyer 10 days written notice of the time and place of the sale, at which Company may bid and become a Buyer, the proceeds of such sale shall be applied, in the order stated, to the costs and expenses of search, seizure, removal, storage, advertisement, sale, collection and enforcement, to interest on the amount due and unpaid purchase price, and to any other sums owing to the Company by Buyer; an excess shall be remitted to Buyer and the Buyer shall forthwith pay any deficiency.