

## WARRANTY, TERMS, AND CONDITIONS

**GENERAL:** The following terms and conditions, including those on the Quote and/or Sales Acknowledgement form shall constitute the entire Agreement for the purchase and sale of products manufactured by McNeal Enterprises, Inc. Any acceptance contained herein is made expressly conditional upon the Purchaser's assent to the terms that are different from, in addition to, or vary from the terms contained in the Purchaser's purchase order or request for quotations. Such assent shall be deemed to occur upon the failure of the purchaser to object in writing specifically to such term or terms within 14 days from the receipt hereof. Any terms and conditions contained in the Purchaser's purchase order or request for quotation which are different from, in addition to, or vary from the terms and conditions shall not be binding upon McNeal Enterprises, Inc.

### **PURCHASER REPRESENTATION:**

Purchaser represents that it is the legal owner of the drawings, designs, blueprints and/or sample or that buyer has obtained authorization from the legal owner of the drawings, designs, blueprints and/or sample to have components manufactured by a third party. Purchaser agrees that to indemnify, defend and hold McNeal Enterprises, Inc. and its successors, officers, directors, and employees harmless from any and all actions, cause of actions, claims, demands, costs, liabilities, expenses, and damages arising out of or in connection with having components manufactured from the supplied drawings, designs, blueprints, and/or sample.

**CHANGES:** Prior to the date of delivery of any product or products hereunder, the Purchaser shall have the right to make changes in its order provided that McNeal Enterprises, Inc. receives written notice of the desired changes and accepts the same and provided further that the Purchaser accepts the additional charge therefor and determined by McNeal Enterprises, Inc. Changes that interfere with or alter the production schedules will not be acceptable unless the time for performance is extended for such period as deemed necessary by McNeal Enterprises, Inc.

**TECHNICAL ADVICE:** The information presented on this website or through contact with company representatives is of a general nature and should not be relied upon other than for preliminary material application selection and purchase information. It is our objective to provide the most current and reliable information to you. However, any technical advice furnished or recommendation made by this website, the company, or any representative of the Company concerning any use or application of any product is believed to be reliable but the Company makes no warranty, express or implied, of results to be obtained. The Purchaser assumes all responsibility for loss or damage resulting from the handling or use of any such product. In addition, McNeal Enterprises, Inc. does not make any representation as to the accuracy of the information or any claims, warranty, merchantability, or suitability of any material for use in any specific application. Furthermore, the information contained herein or as supplied by a company representative, is not to be construed as a warranty of representation for which we assume legal responsibility. We highly recommend that users undertake sufficient verification and testing to determine the suitability for their own particular purpose of any information or products or advice provided by a company rep. No warranty of fitness for a particular purpose is made. Nothing herein is to be taken as permission, inducement, or recommendation to produce any patented invention without a license.

**CANCELLATION:** MEI shall have the absolute right to cancel this Agreement upon breach thereof by the Purchaser, failure by the Purchaser to make any payment required by this Agreement, or the insolvency or bankruptcy of the Purchaser. The purchaser may cancel his order provided he gives written notice to the company, and pays to the Company the latter's cancellation charges, if any.

**PRODUCT RETURNS/WARRANTY:** Buyer assumes all risk and liability for results obtained by the use of the manufactured component covered by this order whether used singly or in combination with other products. MEI only guarantees that the product or component furnished meets customer's print and/or specifications. It does not warrant the design, fit or use of the component or product. MEI warrants each product for 90 days from the date of the shipment. MEI reserves the right to inspect products claimed defective under warranty. No product is to be returned unless authorized with issuance of an RMA number. This number must be prominently marked on the outside of the shipping container. Products so returned shall be returned, freight prepaid. MEI assumes no liability for labor charges incidental to the adjustment service, repairing, removal or replacement of the product or other costs, or for the expense of repairs made outside of its factory except when made pursuant to MEI's prior written consent. MEI may at its option, ship a replacement immediately under standard billing and make warranty adjustment after inspection of the defective product by means of credit memorandum. Any returns will be for remake of original product, not for credit only.

**LIMITATION OF LIABILITY:** Any liability for consequential and incidental damages is expressly disclaimed. MEI's liability in all events is limited to, and shall not exceed, the purchase price.

**TITLE:** Title and right of possession of the products sold hereunder shall remain with the Company and such products shall remain personal property until payments hereunder (including, deferred payments whether evidenced by notes or otherwise) shall have been made in full cash. The Purchaser agrees to do all acts necessary to perfect and maintain such right and title in the Company.

**DELAYS:** MEI shall not be liable for damages for delays in performance due to circumstances beyond its reasonable control, including without limiting the generality of the foregoing, any priority system established by an agency for the United States Government, fires, floods storms, and other acts of God, accidents, strikes, insurrections, war, shortage of materials, lack of transportation and failure of performance of subcontractors and/or supplier for similar reasons. Failure to perform for these reasons aforesaid shall not be grounds for Purchaser's cancellation of its order and the delivery date shall be extended accordingly.

**SALES AND SIMILAR TAXES:** The Company's prices do not include sales, use, excise, or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise, or other similar taxes applicable to the sales of the products hereunder or the use thereof by the Company or by the Purchaser shall be paid by the Purchaser, or in lieu thereof, the Purchaser shall provide the Company with a tax exemption certificate acceptable to the taxing authorities.

**TERMS:** Product terms are Net 30 days subject to credit approval. Shipments are FOB point of origin. All terms are subject to the approval of our Credit Department. Any charges outstanding after 90 days will incur a finance charge of 1.5% per month. Any attorney's fees, court costs and/or collection costs will be borne by customer. All returned checks are subject to a \$30.00 charge. Credit privileges may be withdrawn at any time.

**CREDIT BALANCES:** Customer agrees that any credit balances issued will be applied one (1) year from its issuance. If not applied or requested within one (1) year, any balance remaining will be subject to cancellation, and MEI shall have no further liability.