

TFI SALES TERMS AND CONDITIONS

ALL TEXAS FIRST INDUSTRIAL CORP. PRODUCTS ARE SOLD OR OTHERWISE FURNISHED IN ACCORDANCE WITH THESE GENERAL TERMS AND CONDITIONS.

TEXAS FIRST INDUSTRIAL CORP. (TFI) WARRANTS THE PRODUCTS SOLD BY IT TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP. TFI'S LIMITED WARRANTY INCLUDES FREE PARTS FOR A PERIOD OF UP TO ONE (1) YEAR FROM DATE OF DELIVERY TO CUSTOMERS, AND FREE SERVICE FOR UP TO 30 DAYS AFTER THE EQUIPMENT HAS BEEN PUT INTO SERVICE. TFI WILL REPAIR OR REPLACE THE DEFECTED PARTS OR EQUIPMENT AT TFI'S OPTION FOR ANY PRODUCTS WHICH TFI DETERMINES TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP, PROVIDED THAT TFI IS GIVEN PROMPT NOTICE IN WRITING OF SUCH DEFECT; AND PROVIDED BUYER OR USER HAS KEPT SUCH PRODUCTS IN CONDITION WHERE TFI CAN EXAMINE SAME; AND PROVIDED NO MACHINING, WELDING, HEATING, OR OTHERWISE ALTERING OF ANY KIND IS DONE TO SAID PRODUCTS AFTER SAME ARE PERFORMED OR SHIPPED FROM TFI'S FACILITIES. IN NO EVENT SHALL TFI BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES OF ANY NATURE. IT IS EXPRESSLY AGREED THAT THIS WARRANTY SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

TFI DOES NOT WARRANT THAT ITS PRODUCTS MEET THE REQUIREMENTS OF ANY SAFETY CODE OF ANY STATE, MUNICIPALITY, OR OTHER JURISDICTION OR THAT THEY WILL PERFORM AS ANTICIPATED OR DESIRED BY BUYER OR USER AND/OR USER ASSUMES ALL RISK AND LIABILITY WHATSOEVER RESULTED FROM USE THEREOF, WHETHER USED SINGLY OR IN CONJUNCTION WITH OTHER EQUIPMENT.

TFI'S LIABILITY FOR ANY LOSS OR DAMAGE IN ANY WAY RESULTING TO BUYER/USER FROM ANY FAILURE OF A PRODUCT SHALL NOT EXCEED THE AMOUNT WHICH TFI RECEIVED FROM BUYER OR USER FOR THE PRODUCT FOUND TO BE DEFECTIVE. WHERE OTHER MANUFACTURERS PRODUCTS ARE USED IN TFI PRODUCTS PROVE DEFECTIVE, TFI'S LIABILITY SHALL EXIST ONLY TO THE EXTENT THAT TFI IS ABLE TO RECOVER FROM SUCH MANUFACTURERS OR SUPPLIERS FOR SAID DEFECTS.

TFI RETAINS THE RIGHT TO MAKE SUBSTITUTIONS AND MODIFICATIONS TO ITS PRODUCTS PROVIDING THAT SAID CHANGES DO NOT AFFECT THE PERFORMANCE OF THOSE ITEMS.

TRANSPORTATION, DELIVERY, STORAGE, USE OR CONSUMPTION OF THE PRODUCTS SHALL BE ON THE ACCOUNT OF THE BUYER.

ANY ACTIONS FOR BREACH OF CONTRACT OR ENFORCEMENT HEREOF, MUST BE BROUGHT IN THE COURTS OF THE STATE OF TEXAS IN THE COUNTY OF WALLER TEXAS.

THERE ARE NO UNDERSTANDINGS OR AGREEMENTS BETWEEN BUYER OR USER AND TFI RELATIVE HERETO WHICH ARE NOT FULLY EXPRESSED HEREIN. NO ACKNOWLEDGMENT, PURCHASE ORDER OR OTHER DOCUMENT WHICH CONTAINS ANY TERMS OR CONDITIONS OTHER THAN ANY AND ALL OF THESE IS BINDING ON TFI.

THESE GENERAL TERMS AND CONDITIONS AND ANY SPECIAL CONDITIONS WHICH MAY APPLY SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS. ALL SALES ARE FINAL. A 15% RE-STOCKING FEE WILL BE CHARGED FOR RETURNED ITEMS.