



TERMS AND CONDITIONS

PRICES

All prices quoted are estimates only and are subject to change without notice. Our standard conditions for freight and shipping charges are to prepay and add to the invoice, unless otherwise specified by Liberty Fastco LLC. Any applicable taxes or other governmental impositions, which we may be required to pay or collect will be added to the invoice as a separate line item and paid by the buyer unless Liberty Fastco LLC receives a valid exemption form. All prices and/ or discounts are based on receiving an order for the quantities specified inside Liberty Fastco LLC's quotation. Any change in quantities by the buyer may result in a change in price and/ or discount offered.

TERMS

Full cash payment is due within thirty (30) days after the invoice date. Orders are subject to Liberty Fastco LLC's accounting department, which may require full or partial payment before shipment depending upon the buyer's creditworthiness. If order has already been partially processed and buyer delays order then Liberty Fastco LLC retains the right to invoice for the portion of the order that has been completed. In the event that buyer delays shipment of order Liberty Fastco LLC retains the right to invoice from the earliest date that Liberty Fastco LLC was available to ship the order. Past due invoices shall be subject to finance charges at the highest rate permitted by law. Buyer shall be responsible for any collection fees and attorney's fees in connection with and past due amounts. Liberty Fastco LLC reserves the right to charge \$50.00 for any returned checks due to insufficient funds.

DELIVERY

Unless otherwise specified delivery points shall be the F.O.B. specified by Liberty Fastco LLC. Title to the goods/ products and liability for loss or damage in transit or thereafter shall pass to the buyer upon delivery of the goods/ products to a common carrier for shipment. Due to lack of control of shipping carriers shipping dates are not guaranteed. Claims for goods/ products delivered short, damaged or defective (not due to fault of shipping carrier) shall be filed (written notification) with Liberty Fastco LLC within ten (10) days after date of shipment. Buyer's claims for shortages shall detail shipment weights and method of counting the goods/ products. Claims for goods/ products delivered short, damaged or defective as a result of the fault of the shipping carrier shall be handled by the buyer directly with the shipping carrier. No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond Liberty Fastco LLC's control. Which include but are not limited to acts of God, problems associated with fire, explosion, flood, war, riot, government actions, accidents, labor issues or the inability to obtain material, equipment or transportation. Quantities affected may be eliminated from the agreement without liability but the agreement shall remain otherwise unaffected.

WARRANTY

Liberty Fastco LLC warrants only to buyer that is has good title to the goods/ products sold hereunder and/ or used to perform services and will use its reasonable commercial efforts to obtain from each manufacturer in accordance with the manufacturer's warranty the repair or replacement of goods/ products that may prove defective in material or workmanship. Except as stated in the previous sentence, Liberty Fastco LLC makes no other warranties concerning the goods/ products whatsoever. Notwithstanding the foregoing, to the extent we are permitted and able we will pass on and make

available to you any warranties made by the manufacturers of such goods/ products. Liberty Fastco LLC's liability is limited to the price of the goods/ products paid. In no event will Liberty Fastco LLC be held liable for any incidental or consequential damages including but not limited to back charges, labor cost, cost of removal, replacement, testing or installation, loss of efficiency, loss of profits or revenue, loss of the use of the goods/ products, lateness or delays in delivery, unavailability of service, downtime, or claims from your customers or other parties to buyer or directly to Liberty Fastco LLC for such damages. Buyer assumes all risk and liability resulting from goods/ products delivered hereunder, whether you singly or in combination with other products. Unless otherwise agreed to by Liberty Fastco LLC in writing. Goods/ products sold under this contract are not intended for use in connection with "safety related" applications within any nuclear facility or any other hazardous activity such as aircraft, space exploration or other critical application where failure of a single component could cause substantial harm to persons or property. Liberty Fastco LLC disclaims any and all liability if our standard goods/ products are used in any such applications without certification.

CANCELLATIONS

Special orders may not be cancelled. Other orders may be canceled upon written notice by the buyer within five (5) days of order subject to a cancellation charge as determined by Liberty Fastco LLC. The charge will be based upon the costs that Liberty Fastco LLC incurs in regards to the order placed.

RETURNS

Buyer must obtain an "RGA" (Return Goods Authorization) in writing from Liberty Fastco LLC before returning any goods/ products. Liberty Fastco LLC reserves the right to charge a restocking fee for stock goods/ products. Liberty Fastco LLC reserves the right to refuse any returns that do not have a "RGA" and is not new or shows evidence of being used. RGA's will remain valid for thirty (30) days after issuance. Liberty Fastco LLC must receive the goods/ products on or before the thirtieth (30th) day otherwise the RGA becomes invalid and void. All goods/ products not stocked by Liberty Fastco LLC are subject to manufacturers return policies and may not be returnable or be subject to restocking fees.

WAIVER

Waiver by Liberty Fastco LLC of buyer performance or inaction with respect to buyer breach of any provision of this contract, or failure of Liberty Fastco LLC, to enforce any provision of this contract will not be deemed a waiver of future compliance herewith or a course of performance modifying such provision, and such provision will remain in full force and effect as written.

SEVERABILITY

Invalidity of any of the terms provided herein shall not affect the validity of any other term.

APPLICABLE LAW

This contract and any subsequent contract referred to herein shall be governed by and construed in accordance with the laws of the state of Indiana.