

W.E. MARSHALL COMPANY

TERMS AND CONDITIONS

Unless otherwise specified in writing

NET DUE 30 DAYS FROM DATE OF INVOICE

THE TERMS AND CONDITIONS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS IN ANY FORMS DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS DESCRIBED IN W.E. MARSHALL COMPANY'S INVOICE OR OTHER W.E. MARSHALL COMPANY DOCUMENTATION, CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

These Terms and Conditions constitute a binding contract between Customer and W.E. Marshall Company.

ORDER ACCEPTANCE

The company reserves the right to accept or decline any order, or any portion thereof, at our sole discretion, even after you receive an order confirmation. All orders are subject to credit approval and verification before fulfillment.

METHODS OF PAYMENT

We accept payment via check, ACH, wire transfers, and major credit cards. All credit card purchases are subject to a 3% surcharge fee.

RETURNED FUNDS AND FAILED PAYMENTS

If any check, ACH transfer, or electronic payment is returned unpaid or rejected due to insufficient funds, a closed account, or any other reason, you will be charged a returned funds fee of \$35.00.

LATE PAYMENTS AND INTEREST

Finance charges on past due balanced are computed at a periodic rate of 1.5% per month (Annual Percentage Rate of 18%). Interest begins accruing the day after an invoice becomes past due.

PRICING AND QUOTATIONS

All quotes provided by the company are for immediate acceptance and automatically expire after thirty (30 days) from the date of the issuance, unless explicitly stated otherwise in writing by an authorized company representative.

STANDARD WARRANTY

W.E. Marshall Company will convey to the Purchaser the manufacturer's warranty that applies to the purchased goods.

This warranty does not obligate W.E. Marshall Company to bear the cost of labor or transportation charges in connection with the replacement or repair of defective parts without approval by the Office Manager of W.E. Marshall Company prior to the time repairs are made. The obligation under this warranty may be limited to the repair or replacement of parts F.O.B. its factory provided that upon inspection at such point they shall be determined by W.E. Marshall Company to have been defective in material or workmanship.

If W.E. Marshall Company agrees that circumstances require the replacement or repair of defective parts on the jobsite, after a W.E. Marshall Company representative has determined that a warranty situation does exist, and that no revisions or alterations have been made to the equipment by others, a W.E. Marshall Company representative will implement the required process in order for that repair to be completed.

W.E. Marshall Company does not assume responsibility for the accuracy of product information generated by a manufacturer that is presented or reprinted by us for your convenience.

Acceptance of the material from a common carrier constitutes a waiver of any claim against W.E. Marshall Company for delay or damages in transit.

Seller makes no warranty of any kind whatsoever, expressed or implied, unless expressly set forth in writing. No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation, or warranty concerning the goods that we sell beyond that specifically included in writing.

W.E. Marshall Company shall not be responsible for exemplary or consequential damages.

SHIPMENT

Shipment quoted is effective as of proposal date and will be confirmed upon receipts of order, subject to availability of materials and production space. W.E. Marshall Company shall not be held responsible for delays due to causes beyond W.E. Marshall Company's control such as strikes, riots, carrier delays, manufacturer's delays, etc.

All freight charges are billed to Purchaser. All merchandise becomes the property of the Purchaser upon delivery to the carrier.

Delivery terms are F.O.B. shipping point, unless otherwise noted. Unless specific shipping instructions are given, we will use our judgment to determine the most satisfactory routing.

In the event a package becomes lost or damaged in shipment, please make appropriate notations on your delivery receipt before signing. If the carrier is a truck line, obtain an inspection report immediately. Contact W.E. Marshall Company for additional information.

TAXES

Sales, Use, property or similar taxes arising out of or relating to this order or the goods delivered are not included in the prices, except as otherwise specifically stated in the invoice. All such taxes are the responsibility of the Buyer, and the Seller shall have the right at any time to bill separately to the Buyer any such tax, which the seller may be required to pay.

INSTALLATION

Equipment shall be transported, installed and connected at Purchaser's risk and expense.

RETURNS POLICY

All returns must have prior approval. For returns authorization, please contact us at (770) 339-2888. Return shipping cost will be the responsibility of the Buyer. Some products may incur a restocking charge. To ensure proper sizing and selection of your product in advance, please contact us for assistance.

TARIFFS

International Trade Policies and Price Adjustments

The prices set forth in this agreement are based on the tariff rates, duties, government charges, and trade regulations in effect as of the order date of the agreement. If, after the order date, any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "tariff changes"), and such tariff changes result in an increase in the cost of goods, we reserve the right to adjust the pricing of the affected goods to reflect the increased costs, we are not obligated to deliver the goods and/or services until an agreement on the new price has been reached.