

TERMS AND CONDITIONS

1. All sales are expressly conditional on Buyer's agreement to the standard terms and conditions on the front and back of this form. No additional or different terms apply unless agreed to in writing by Eagle Electric Machinery, Inc. and/or Tulco II, LLC (Seller). Seller hereby gives notice of its objection to any different or additional terms. Acceptance of or payment for any of the goods constitutes Buyer's agreement to Seller's terms and conditions.
2. All sales are made f.o.b. point of shipment, and each shipment or delivery shall be considered a separate and independent transaction. Buyer has risk of loss after delivery at f.o.b. point.
3. Shipping dates given in advance of actual shipment are estimated and deliveries will be made subject to prior orders on file with Seller. Seller shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, transportation difficulties, delays in usual sources of supply, major changes in economic conditions, or; without limitation by the foregoing, any cause beyond Seller's reasonable control.
4.
 - a. If the goods sold hereunder are the products of manufacturers other than Eagle Electric Machinery, Inc. and/or Tulco II, LLC. Seller makes no warranty, express or implied, concerning such products. As respects Seller, such goods are sold with all faults, but Seller shall use its best reasonable efforts to obtain from the manufacturer, in accordance with such manufacturer's customary practices, the repair or replacement of any products as may prove defective in workmanship or material.
 - b. If the goods sold hereunder are the products of Eagle Electric Machinery, Inc. and/or Tulco II, LLC, they shall be warranted in accordance with "warranty" paragraph appearing in the applicable published selling policy in effect as of the date of the order, which policies are hereby incorporated by reference into this agreement.
 - c. In order for any equipment sold or repaired by Eagle Electric Machinery, Inc. and/or Tulco II, LLC to be considered warranty, Buyer must first notify Seller. Seller will either perform a service call to the location to inspect the piece of equipment in question or pick up the equipment or bring back to Seller's shop for inspection. Upon inspection, the Buyer will be notified and given an opportunity to inspect the equipment in question. If it is determined that the equipment failed due to reasons beyond Seller's control or the warranty policy, Buyer will be invoiced for the inspection and/or repairs.
 - d. Seller will not be held liable for any inspection or repair cost should buyer have an inspection performed by someone other than the Seller on any piece of equipment considered for warranty.
 - e. The warranty expressed in this paragraph 4 is exclusive and in lieu of all other warranties, express or implied, including any warranties of merchantability and fitness for purpose.
5. If in Sellers' judgment, the financial condition of the Buyer at the time products are ready for shipment does not justify the payment terms specified, Seller reserves the right to require full payment in cash before shipment or delivery.
6. Since the products sold by Seller are not manufactured by it but are sold under their respective manufacturer's brand or trade names, Seller hereby disclaims any and all warranties against patent infringement. Seller shall, however, if given prompt notice by the Purchaser of any claim of patent infringement with respect to any product sold hereunder, use its best efforts to secure for the Purchaser such indemnity rights as the manufacturer may customarily give with respect to such product.
7. This order may be cancelled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based on expenses already incurred and commitments made by Seller.
8. Seller shall not be liable for special, indirect, incidental or consequential damages. The remedies of Buyer set forth herein are exclusive, and the liability of Seller with respect to any contract or sale of anything done in connection therewith, whether in contract, tort (including Seller's negligence), under any warranty or otherwise, shall not exceed the price of the product or part on which such liability is base.
9. Lessees shall procure, from an A rated insurance company, property insurance for Fire & Extended Coverage in an amount not less than the full replacement value of Lessee's property while held on Lessor's property as defined in this agreement. Lessor shall be held harmless and subrogation waived in the event of a loss, with the exception of the sole negligence of the Lessor. Lessee's property insurance shall be primary and not excess to or contributing with any insurance maintained by the Lessor. Lessor assumes all risk of damage to property or equipment owned or operated by Lessor. Lessor and Lessee shall mutually provide Worker's Compensation Insurance with Louisiana statutory limits and Employer's Liability with limits at \$1,000,000/\$1,000,000/\$1,000,000. This policy shall provide a waiver of subrogation in favor of the other party. Comprehensive General Liability and Automobile Liability shall be maintained with limits of not less than \$1,000,000 Combined Single Limit. These policies will name the other party as an Additional Insured and provide for a Waiver of Subrogation in favor of the other party to this agreement.
10. The prices shown do not include any sales, use or other taxes or charges payable to state or local authorities. Any such taxes or charges now or hereafter imposed with respects to sales or shipments hereunder will be added to such prices and the Buyer agrees to reimburse Seller for any such taxes or charges.
11. Net payment due within 30 days from date of invoice.
12. No sales representative of Seller has authority to alter, vary or waive any of the foregoing standard conditions.
13. Buyer agrees in consideration of Seller's execution of this contract that any claim of any kind by Buyer based on or arising out of this contract or otherwise shall be barred unless asserted by Buyer by the commencement of an action within 12 months after the delivery of the products of other event, action or inaction to which such claim relates. This provision shall survive any termination of this contract, however arising.