

CONCORD SUPPLY, INC.

Terms and Conditions of Purchase

- Terms and Conditions Control:** The following terms and conditions (these "Terms and Conditions"), are agreed to by Concord Supply, Inc. and its affiliates (herein referred to as "Buyer") and the Seller. No contrary, supplemental or modified terms, provisions or conditions shall be binding on Buyer unless accepted by Buyer in writing.
- Complete Agreement:** This document represents the full and final agreement of the parties regarding these Terms and Conditions.
- Invoicing:** Seller invoices must match the net amount on Buyer's Purchase Order only. Buyer will not pay any excess charges not stipulated on the original purchase order. Freight charges, if approved, should be shown separately on applicable invoices. Original invoice must include copy of packing list, bill of lading and freight bill.
- Packing** – Unless agreed to in writing, Buyer will not be liable for any expenses incurred in packaging, handling or warehousing. Seller shall be responsible for the provision of adequate packaging of product to ensure successful delivery of product intact, free from defect and transportation damages and in good condition.
- Marking** – Each package (shipment) must be clearly marked with purchase order number and gross weights, show full consignee name and number of packages. Packing List must correspond to marks on packages. A certificate of origin must accompany shipment.
- Shipping** - All products on Purchase Order must be shipped to the address shown in the space marked: "Ship to". Should deviations from routing instructions become required, Seller agrees to contact Buyer immediately for revised instructions prior to shipping.
- Quality and Inspections** - All material furnished must be as specified on purchase order and will be subject to inspection and approval by Buyer after delivery. The Buyer's right is reserved to reject and return at the risk and expense of the Seller such portion of any order shipped which may be defective or fail to comply with specifications without invalidating the remainder of the order. Quality/compliance certificate, product SDS, Technical Data Sheet must be provided with each shipment. In the case of steel products, Seller also agrees to provide a copy of the MTR (Mill Test Report) for any delivered product.
- Warranty** - Seller warrants all items on the Purchase Order to be free of defects in workmanship and materials. Seller warrants the product shall be designed and manufactured to perform the mechanical and/or electrical functions for which it is intended. If any part or component of the equipment is found to be defective within one year from delivery date and Concord provides notification of such in writing within said period, Seller agrees to modify, repair or replace such component, part or equipment in a timely manner and without additional cost to the Buyer. Risk of loss could be implied if Seller is unable to modify, repair replace as provided above to meet its warranty obligation. In the event Seller fails to honor its warranty, liability will include repayment of any portion of the purchase price paid for the equipment or product up to 100% in addition to any expenses and/or any such additional loss incurred if Concord is forced to return the equipment to the Seller.
- Non-Conformance** - Buyer reserves the right to cancel purchase order, in whole or in part, if delivery is not made by required date specified on the Purchase Order. Unless otherwise agreed to in writing, Buyer reserves the right to cancel any order, in whole or in part, at any time prior to delivery of product. In case of order cancellation Buyer agrees to provide Seller written notification at least 30 days in advance.
- Pricing and Quantity** - Pricing on the purchase order is fixed and will be in force for the duration of the order. The quantity and delivery date may be modified by Seller but only with Concord's written approval.
- Terms of Payment** - Terms of Payment shall be specified on Purchase Order, Any deviation or objection to this policy shall constitute a full rejection of Purchase Order.
- Technical Advice** - The Seller commits to provide Buyer technical advice on the best use and application of the product as well as the best method for storing and handling at no additional cost.
- Dispute** - In the event of dispute in which a satisfactory resolution cannot be agreed upon, then said disputes shall be resolved in the State of Texas Court with presiding jurisdiction.
- Penalties and Delivery** - Time is of the essence. Contractor/Seller will be liable for any damages resulting from delay in performance and delivery breach. Penalty for non-delivery on time agreed upon will result in 1% daily deduction of the value of this purchase order until delivery occurs. If Seller fails to deliver products or perform service on the scheduled date set forth in the purchase order, Concord may at its sole discretion, terminate the agreement in its entirety or with respect to the non-delivered products or service. In case of termination of the agreement Seller shall immediately reimburse Concord the price for the non-delivered products or service.