



MERGING INNOVATION, TECHNOLOGY & SERVICE

## Terms and Conditions of Sale

This agreement is between Brown Traffic Products, extending credit ("Seller") and the Applicant named below ("Buyer"). These terms and conditions along with the terms and conditions on Seller's invoice and delivery ticket which are incorporated by reference (together referred to as "TERMS") represent the entire agreement between the parties. No other terms, including those on Applicant's purchase order which are different, may add to, modify, supersede or otherwise alter the TERMS without express written approval signed by an officer of the Seller. All other terms are hereby rejected.

All references in this document to "Seller" shall include each subsidiary or division of Brown Traffic Product, Inc. whether or not specifically identified herein.

Payment terms are net thirty (30) from date of invoice. Delinquent accounts shall bear interest at one and one half percent (1 ½ ) percent per month. If applicant is in default for non-payment, then in addition to other remedies, Applicant agrees to reimburse Seller for all cost of collections, including reasonable attorney's fees. If Seller believes in good faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to pay any invoice when due, Seller may suspend delivery of any pending order or any remaining balance thereof until such payment is made or cancel any order or remaining balance thereof, and Buyer shall remain liable to pay for any products already shipped and all non-standard products ordered by Buyer. Seller will not be held liable for an liquidated or other damages resulting from suspension or cancellation of orders. C.O.D. or Credit Card in all other cases.

Accounts over 45 Days will be placed on credit hold and remain so until brought current including Service Charges. Orders on credit hold will be pulled from production and will only be rescheduled for shipment after release from credit hold.

New Accounts should allow a minimum of 10 business days to apply for credit. A minimum initial order of \$1000.00 is required to open an account. As a service to our customers, "Seller" does not have a minimum billing.

All shipments will be F.O.B. shipping point unless otherwise stated on seller's quotation. Seller will not ship in any special manner or insure shipments against loss or damage unless requested by the Buyer in writing, and then at Buyer's expense. Delivery dates are approximate and are not a guaranty of any particular delivery date. If shipments are postponed more than thirty (30) days due to request or fault of the Buyer, Seller will not guaranty storage. In the event Seller agrees to store, goods will be stored at Buyer's risk and expense. Brown is very diligent in selecting the most competent and economical carrier. However, upon written request, Brown will use a carrier of your specific choice. See "Shipping Notice" for shipment specifics and freight claims.

Upon request, Seller will provide Quotations for itemized products or projects. Please reference Quotation # and Project # when ordering. Prices are firm for 30 days from date of quotation or agency published bid date. Prices may change on some products due to market conditions. Orders cancelled for stock items will be assessed the greater of \$20.00 or 15% of net value. Orders cancelled for special or non-stock items will be assessed the greater of 20% of net value or actual cost.

In order to expedite handling, written authorization must accompany all returned goods. A Returned Material Authorization (RMA) must be issued. Use this RMA as a packing list when returning shipment. Brown shall assess a 25% restocking fee plus freight charges against returned goods unless return of goods was due to an error by Brown.

Seller shall not be liable for failure to fulfill its obligations herein or for delays in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, riots, war acts of terrorism, delays in transportation or inability to obtain labor or materials through regular sources. Seller's time for performance of any such obligation shall be extended for the time period of such delay of Seller may, at its option, cancel any order or remaining part thereof without liability by giving notice of such cancellation to Buyer.

## Disclaimer of Warranty

Seller warrants to buyer that goods and services sold for use (except when used for personal purposes) hereunder will be free from defects in material and workmanship which appear within one (1) year of the date of shipment to the original buyer, provided that buyer notifies seller in writing of the defects covered by this warranty within thirty (30) days of their first appearance. Seller's maximum obligation is to repair or replace goods which are proved to be defective. All warranty work is performed at factory.

This limited warranty is made only as to those components manufactured solely by the seller. Components or accessories for equipment furnished by seller but manufactured by other manufacturers shall carry whatever warranty, if any such manufacturers have conveyed to seller and which can be passed on to buyer.

These warranties and remedies do not apply to any products or parts that have been subject to misuse (including any use in violation of Brown or the manufacturers instructions), and neglect (including inadequate maintenance, improper storage, incorrect installation or that have been damaged in transit).

**THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND THERE ARE NO WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS SOLD EXCEPT AS SPECIFICALLY SET FORTH ABOVE. ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY OTHER IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED, AND NO SUCH WARRANTIES ARE EXTENDED HEREIN.**

**BROWN, WILL NOT, UNDER ANY CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES** including, but not limited to, loss of profits, revenues, loss of use or damage to any associated equipment, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of buyer's customers.

**LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM, OR CONCERNING ANY ASPECT OF THIS AGREEMENT OR FROM THE PRODUCTS OR SERVICES FURNISHED HEREUNDER, SHALL NOT EXCEED THE PRICE OF THE SPECIFIC PRODUCT OR SHIPMENT THAT GIVES RISE TO THE CLAIM.** This warranty is void if payment in full is not made in accordance with the invoice terms. Warranty periods become effective the date of purchase.