

WEBTROL Conditions of Sale

Acceptance Of Orders: All orders and contracts are subject to acceptance by the management of Weber Industries, Inc. (the company) and to the conditions herein set forth.

Prices: Merchandise, prices, discounts, quotations, freight policy and specifications are subject to change without notice and will be applied as in effect at the time of shipment. Prices shown do not include any sales, excise or other government charges payable by seller to Federal, State or local authority. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.

Routing: On FOB factory shipments, customers' choice of routing will be followed if specified whenever practical. On pre-paid shipments, we reserve the right to specify routing.

Terms And Interest Charges: Except as otherwise indicated, payment is due in United States of America currency, 30 days after date of invoice on approved credit. A 1 1/2% monthly service charge; as indicated on every invoice, will be assessed on all invoices which remain unpaid past 30 days from date of invoice. Any of the terms and provisions on the customers' order which are in any way inconsistent with our policy shall not be considered applicable to the sale. The customer will be responsible for any and all cost incurred, including attorney fees and court cost, in the collection of any and all delinquent invoices and or service charges.

Minimum Billing: The minimum charge for any order will be \$25.00 net, exclusive of tax or transportation charges, except on purchases of sales aids.

Shipment: Prompt shipping dates are based on full and complete information at the factory and credit approval. Shipment of phoned orders before receipt of written confirming purchase orders shall be at customers risk.

Design: Weber Industries reserves the right at any time, to discontinue the manufacture or distribution of any model, or to make changes in the design of manufactured products or distribute improved products without incurring any obligation to replace, furnish, install or upgrade products previously supplied.

Cancellation: No orders or sales may be cancelled without the consent of Weber Industries, Inc. At the company's option, cancelled orders are subject to cancellation charges equal to all cost incurred by the company up to the date of cancellation, including a 10% charge for overhead. Special orders can not be cancelled.

Return Of Goods: Prior permission from Weber Industries, Inc. must be obtained before any goods may be returned and each item must be in its original package, in like new condition, properly tagged or labeled with the company return goods authorization number. New and unused material, of current design, accepted and approved by the company for credit, is subject to a restocking charge of at least \$30.00 dollars or 25%, whichever is greater. In addition, in the case of an item not manufactured by Weber Industries, Inc., any and all cost for updating and/or restocking charges charged to Weber industries, Inc., by a vendor of Weber Industries, Inc. will be added to the restocking charge. Weber Industries, Inc will not take back electrical products that cartons have been opened or products that have been special ordered. Credit issued by Weber Industries, Inc. will be for the original purchase

amount, not current replacement cost. Credits are non-refundable but may be used for the purchase of product common to your industry. Freight; All transportation charges must be borne by the customer. No collect or C.O.D. shipments will be accepted.

Expedited Orders: Expedited/Rush orders or rush warranty replacement orders are subject to an expediting charge to be determined by Weber Industries, Inc. In addition, all orders requiring Weber Industries, Inc. to use an intermediate transport mode such as a cab or messenger to get a product to a bus, airline or truckline, will be subject to an extra delivery charge in addition to any other freight charges from the delivering carrier.

Repairs: Both in warranty and out of warranty material will be repaired or replaced, at the sole discretion of Weber Industries, Inc. and shipped within a reasonable period of time, after receipt at factory if properly tagged or labeled with the company return goods authorization number. Warranty will be based on factory inspection of returned merchandise as outlined in Webtrol's Limited Warranty. If the product being returned is found to be out of warranty, you will be notified. If you elect to have the, out of warranty product inspected, there will be a charge for inspection, to be determined by Weber Industries, Inc. The inspection fee will be waived, if the product is repaired. All material must be shipped to the Webtrol factory or such place as Weber Industries, Inc. shall designate, via prepaid freight. Any credit issued for warranty material will be for the original purchase amount, not current replacement cost. Credits are non-refundable but may be used for the purchase of product common to your industry. All material will be returned FOB.

NOTE: Used septic and sewer products being returned for warranty determination must be thoroughly cleaned and chlorinated before returning or a cleaning charge of \$30.00 will be assessed.

Delayed Deliveries: Weber Industries, Inc. shall not be liable for any delay in shipping or delivery of merchandise for any reason whatsoever. If for any reason whatsoever, merchandise ordered is not accepted by the applicable public carriers, the company shall have the right to deliver said merchandise to a bonded warehouse for storage at the expense of the purchaser, and such delivery shall be conclusively deemed delivered of such merchandise to purchaser.

Substitutions: Weber Industries, Inc. reserves the right to substitute materials and modify specifications to the extent required in order to comply with any governmental law or regulation.

Sales Policy: Nothing herein shall be construed as abridging the right of Weber Industries, Inc. to sell directly or indirectly to, 1.) Federal or State Governments; 2.) Purchasers' who buy company products for sale as integral or assembled parts of their products; 3.) Firms operating on a national scale; 4.) Any other class of purchaser to whom the company may from time to time elect to sell directly.

Conditions: All sales made by Weber Industries, Inc. are subject to these conditions unless otherwise agreed to in writing and signed by a duly authorized officer of the company. In all cases of conflict between these conditions and the requirements of the purchase order, these conditions shall prevail. All sales shall be governed by Missouri law. All disputes arising between you and Weber shall be litigated solely in the Circuit Court of St. Louis County, Missouri as the mutually agreed forum.

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WEBTROL is a Division of Weber Industries, Inc.