

## TERMS AND CONDITIONS OF SALE

Acceptance of all orders by Questar, Inc. ("Seller") is expressly made conditional upon purchaser's assent and agreement to every term and condition of sale that follows:

1. Seller reserves the right to refuse any order.
2. Any state sales tax due for materials purchased will be added to quoted prices and paid by purchaser.
3. All prices upon this order are in U.S. dollars unless specifically stated otherwise.
4. A finance charge of 1-1/2% per month (18% Annual Percentage Rate) will be made upon the balance of any invoice not paid within 30 days from the date of invoice.
5. This order may be cancelled at the sole option of the Seller unless shipments are called for within three months from the date of the order, and unless payment in full for the entire order has been received; and remainder of the order may be cancelled if shipment is not called for within the three month period after date of first shipment.
6. If for any reason the Seller feels that the financial condition of the purchaser has become impaired, this order or any part thereof, may be cancelled, or Seller may demand assurance of purchaser's ability to pay before commencing or continuing distribution or shipping.
7. Orders for special products are not cancelable in whole or in part for material in process of manufacture or already completed.
8. (a) All prices are F.O.B. Seller's place of business unless otherwise expressly stated and purchaser is responsible for all charges thereafter including but not limited to all freight charges, unloading expense and waiting time charges. All claims for loss or damage in transit shall be made directly to carrier by purchaser in conformity with carrier's applicable tariffs and regulations. Purchaser shall perform inspection immediately upon receipt of goods and shall make any other claim for nonconforming goods or shortage on Seller within 2 days of receipt of shipment. In no event shall Seller be liable for any claim not presented in accordance with this paragraph nor for goods damaged or for any shortage occurring in transit, on the job site, or upon or after installation.  
  
(b) Freight rates shown herein are based on carload or truckload rates unless otherwise stipulated.  
  
(c) Freight charges are based on rates effective at date of this order; any increase becoming effective before actual shipment must be borne by the purchaser.
9. Any provisions in purchaser's business forms inconsistent herewith shall be of no effect, and Seller expressly objects to any different or additional terms therein. Seller's acceptance of purchaser's order shall not constitute its assent to any different or additional terms contained in purchaser's business forms. This contract shall be governed by and construed in accordance with the laws of the State of Ohio and any dispute between Purchaser and Seller shall be venued in Stark County, Ohio.
10. Unless expressly authorized by Seller, no product can be returned for credit, including product ordered in excess of requirements or by mistake.
11. Seller is not responsible nor liable for any loss or damages resulting from delays caused by war, strikes, labor disputes, shortages (including but not limited to raw material shortages and energy shortages), accidents, fires, breakdowns, or failure of machinery, truck or railroad delays, manufacturing difficulties, governmental regulations or other causes beyond the control of Seller.
12. Title to and risk of loss of goods passes to purchaser upon delivery to railroad or other carrier at Seller's place of business.

## **LIMITED WARRANTIES**

The Seller warrants to the original purchaser only that the goods to be supplied hereunder will conform to the description on the face hereof; that it will convey good title thereto; that such goods will be delivered free from any lawful security interest or other lien or encumbrance unknown to the purchaser. **THERE IS NO WARRANTY THAT THE GOODS SHALL BE FIT FOR ANY PARTICULAR PURPOSE NOR IS THERE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY HEREINBEFORE SET FORTH. THE SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF WARRANTY.**

Seller's liability and purchaser's exclusive remedy is expressly limited, at Seller's option, to the repair of defective goods, or the replacement thereof with conforming goods at the F.O.B. point shown on the face hereof, or the repayment of the purchase price. Replacement of defective goods or repayment of the purchase price therefor will entitle Seller to a return of the defective goods to its dealer point nearest the shipping destination.

## **LIMITATION OF ACTIONS**

Any action for breach of this contract for sale must be commenced within one year after the cause of action has accrued.