



## Standard Terms and Conditions of Sale

**1. APPLICATION** – The following terms and conditions ("Terms and Conditions") apply to each order received by ParkUSA ("Seller") from any customer ("Purchaser") of goods, materials or equipment (collectively and individually "Goods") and all associated installation services performed by Seller if any ("Services"). The Terms and Conditions supersede any other previous agreements, offers or proposals relating to Products or Services, whether written or verbally expressed. No exception to, amendment, variation or supplementation of the Terms and Conditions will be valid except when expressly agreed upon in writing by Seller.

**2. ORDERS** - All orders for Goods and Services are subject to acceptance by Seller. Placement of an order constitutes full acceptance by Purchaser of the Terms and Conditions and creates a binding contract between Purchaser and Seller on that basis.

**3. DESIGN AND SPECIFICATION** – When applicable, it is Seller's standard practice to furnish Purchaser with approval drawings for Goods ordered. The purpose of drawings is to ensure dimensions, accessories and details of scope are accurate and agreed upon. Purchaser is required to review and sign drawings before Seller will commence work.

**4. PRICE AND PAYMENT** – Seller's prevailing price for Goods and Services at the time of shipment or installation will apply, except as otherwise provided in a written order, quotation or contract. Quoted prices automatically expire 30 days from the date of issuance. All prices are subject to change without notice. Standard payment options are either (a) Prepaid - Cash, Check or Credit Card (Seller will pass the credit card convenience fee of 2.5% to the Purchaser) (b) Net 30 - for ParkUSA Credit Approved Customers or (c) Tiered Payment Schedule based on the following phases:

a. Submittal	10% with purchase order or drawing submittal
b. Commence Work	40% upon Notice to Proceed
c. Delivery	50% prior to date of Delivery

**5. DELIVERY** – It is Seller's objective to deliver finished Goods on the date specified and mutually agreed upon between Seller and Purchaser once official Purchase Order is received from Purchaser. Seller will provide Purchaser a Sales Order Acknowledgement ("SOA") along with an estimated date of delivery for Goods. Schedules are based upon shop workload and lead times may vary accordingly. Special design, materials or components may extend delivery times and Seller is not responsible for any delays arising from Purchaser's change requests. Approval drawings are issued after receipt of Purchase Order or Signed Quote from Purchaser. When approval drawings are specified, a name, street, and e-mail addresses MUST be provided by Purchaser.

**6. SHIPPING AND PACKING** - All Goods will be packed appropriately for shipment and will be provided FCA (Incoterms 2010) Houston, TX. Quoted prices include regular packing and strapping for all Goods shipped. Fuel Surcharges will be calculated at time of shipping and added to Invoice. Seller will not in any way be responsible for any loss, delay or breakage of Goods where the applicable carrier has confirmed receipt of Goods in good order. Any claim for breakage, loss, delay or damage of Goods is to be made to the carrier. In the absence of express directions from Purchaser, Goods will be shipped by the method and carrier that Seller selects.

**7. CANCELLATION** - Orders for Goods in Production Phase may NOT be cancelled or changed (in respect of specifications, shipping or installation dates or otherwise) except with Seller's written consent and Purchaser's agreement to compensate Seller for expenses incurred including labor and restocking costs associated with the Purchaser's order for Goods. Cancellation costs are based on percent of completion.

**8. INTELLECTUAL PROPERTY** - No copyrights, patents, trademarks or any other intellectual property rights are assigned to Purchaser hereunder. Seller shall retain the rights to all intellectual property created or specified toward Goods or Services provided for Purchaser. This Section 8 shall survive termination of the Terms and Conditions.

**9. LIABILITY LIMITATION** – Seller disclaims any liability or responsibility for any loss or damage resulting from Purchaser's misuse of Goods, failure to maintain or abide warnings, safety instructions, or other precautionary guidelines relating to Goods and Services. Notwithstanding any other provision of the Terms and Conditions, Seller will not be liable for: (a) any special, indirect, consequential or incidental damages of Purchaser or any third party whatsoever, including without limitation compensation for lost profits or revenue, labor costs, or failure to realize expected savings, or (b) any amount in excess of the total price for Goods and Services provided under the relevant order, quotation or contract, arising in any way in connection with the supply, repair or replacement of Goods and Services, including without limitation any failure by Seller to meet any specified shipping date or any condition set forth in the Terms and Conditions, or any negligent act or omission. This Section 9 shall survive termination of the Terms and Conditions.

**10. INDEMNIFICATION** - Purchaser agrees to defend, indemnify and hold harmless Seller from and against all claims, liabilities, demands, damages, losses, costs and expenses, at law or in equity, of every kind and nature whatsoever (collectively, "Losses"), to the extent arising out of the use of Goods, except to the extent such Losses arise out of a breach of the Terms and Conditions by Seller. This Section 10 shall survive termination of the Terms and Conditions.

**11. FAILURE TO PAY** - If Purchaser fails to pay Seller in accordance with the Terms and Conditions, or otherwise fails to comply with any part hereof, Seller may, in its sole discretion make a lien on Goods or any portion thereof and/or cancel any unfulfilled portion of the order. Purchaser will remain liable for all unpaid balances, plus interest, as well as all costs incurred by Seller to collect outstanding debts, including any attorney fees incurred due to efforts to collect any debts owed to Purchaser.

**12. WARRANTY** – Products engineered by Seller are subject to the provisions of this Section 12, Seller will, within 12 months following the date of installation, or 12 months from Invoice of Goods (if not installed by Seller) replace or repair defective Goods if such defect was caused directly by defective workmanship or materials produced by Seller. Seller will not be responsible for any defects that results from Purchaser's improper installation, removal, or mishandling of such Goods, or from any unauthorized repair or adjustment of Goods, or damage due to flood, fire, or other natural disaster. The foregoing warranty is subject to: (a) Purchaser promptly notifying Seller in writing within 10 days from discovery of any defect including all pertinent detailed information, and (b) when applicable an onsite inspection of Goods by Seller prior to any removal of Goods and (c) must be the original Purchaser with the unaltered Serial Number attached to Goods. Without limiting the foregoing, Seller makes no warranty regarding manufactured Goods toward the ability to withstand erosion or corrosion or regarding material compatibility of elastomers in specific services, and no warranty made hereunder shall apply to Goods subjected to adverse storage conditions. Seller does not warrant parts manufactured by others.

**13. FORCE MAJEURE** - Seller shall not be responsible or liable in any way for any failure to perform due to acts of God, fire, flood, serious accidents, foreign or United States embargo, war or riot, serious shortages, unavailability or significant price increases in commodities, materials or components, labor disputes, interruption of transportation, loss of essential production services, laws, rules, regulations, instructions or acts of any U.S. or foreign governmental authority, or by any other event beyond the reasonable control of Seller or its subcontractor.

**14. ENVIRONMENTAL RECOVERY FEE** - ("ERF") is an enterprise-wide fee that is a set percentage of total invoice charges, except taxes. The ERF is intended to assist Seller recover both direct and indirect costs associated with Governmental tariffs and fuel surcharges imposed to secure raw materials and comply with environmental regulations. Seller's current rate is 1.5% of total Invoice (excluding sales tax) not to exceed the maximum of \$585 per Invoice.