

TERMS AND CONDITIONS

1. **INVOICE.** Buyer has ordered goods from JAMAK FABRICATION-TEX, LLC D/B/A JAMAK FABRICATION, INC (“Seller”) pursuant to a Quotation previously delivered by Seller to Buyer.
2. **PAYMENT TERMS; DEFAULT, BANKRUPTCY, CANCELLATION.** Payment terms are net thirty (30) days after the date of Invoice unless otherwise noted; and all payments are due at Seller’s office at 1401 North Bowie Drive, Weatherford, Parker County, and Texas 76086. Any amounts remaining due to Seller after thirty (30) days after the date of this Invoice shall bear interest at the maximum lawful rate per month. Seller may cancel any purchase order under this Invoice in whole or in part at any time by written or telephonic notice whenever Buyer defaults in payment, ceases to conduct its operations in the normal course of business, if any proceedings are commenced by or against Buyer under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law, or if a trustee, receiver, liquidator, or conservator for Buyer is applied for or appointed. Seller reserves the right to require full payment in advance if at any time Buyer is insolvent, as determined by Seller in its sole discretion.
3. **DELIVERY TERMS.** Delivery terms are F.O.B. at Seller’s plant at 1401 North Bowie Drive, Weatherford, Texas 76086, unless otherwise noted. Dates of delivery are determined from the date of Seller’s acceptance of any order by Buyer and are estimates of approximate date of delivery, not a guaranty of a particular date of delivery. Seller is not liable for failure or delay in shipping of goods under the terms of this agreement if such failure or delay is due to an act of God, war, labor disputes, accident, inability to obtain containers or raw materials, or any other causes of any kind whatever beyond the control of Seller. Seller agrees to fill all orders within 10% of specified quantities.
4. **PAYMENT OF TAXES.** Any tax imposed by federal, state, or other governmental authority on the sale of the merchandise and service referred to in this Invoice will be paid by Buyer, in addition to the quoted purchase price.
5. **INDEMNIFICATION OF SELLER.** Buyer will indemnify and defend Seller at Buyer’s expense and will pay any judgment awarded in any suit brought against Seller for damages, claims, fines, penalties, cost, and expenses (including attorneys fees), of any kind, including, but not limited to, injury to persons or damage to property or the environment, arising or alleged to arise from the manufacture, sale, or use of the goods attributable, or alleged to be attributable, in whole or in part, to (a) any designs, formulas, or processes for any goods manufactured by Seller in accordance with designs, formulas, or processes supplied, determined, or requested by Buyer, including, without limitation of the above, suits for breach of warranty, negligence, or infringement of any patents (whether of the United States or of any other government); (b) Buyer’s use, sale, transportation (including transportation from Seller’s plant), handling, storage, or disposal of the goods or any product or waste derived therefrom; or (c) the use, handling, storage, or disposal of the goods and any product or waste derived therefrom by any subsequent purchasers. Seller agrees to promptly notify buyer in writing of any such suit and tender the defense of any such suit to Buyer. Seller may be represented by counsel of its choice in any such suit at Buyer’s expense.
6. **DESIGNS.** All designs and processes developed by Seller hereunder shall remain the property of Seller. Buyer acquires no rights hereunder to such designs or processes.
7. **LIMITED WARRANTY; DISCLAIMER.** In the event any of the goods are defective, Seller’s sole obligation will be to repair or replace, at its option, the defective goods, F.O.B. at Seller’s plant. **SELLER MAKES NO OTHER WARRANTY, EXPRESS, OR IMPLIED: ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE FOREGOING LIMITED WARRANTY ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND EXCLUDED FROM ANY AGREEMENT BETWEEN BUYER AND SELLER.** Buyer may not rely on any representation or warranty that is contrary to the limited warranty set forth herein. **SELLER WILL NOT BE LIABLE FOR ANY LOSS OF PROFIT, LOSS OF PRODUCTION, OR OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS, OR EXPENSE ARISING IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE ITS GOODS FOR ANY PURPOSE WHATSOEVER.** Seller’s maximum liability shall not in any case exceed the contract price for the goods claimed to be defective or unsuitable. **THE LIMITED WARRANTY SET FORTH ABOVE CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE EXCLUSIVE LIABILITY OF SELLER.**

8. **DEFECTIVE GOODS.** Buyer shall inspect all deliveries and notify Seller within ten days of receipt of goods of any complaint whatsoever Buyer may have concerning the goods; and Buyer's failure to so notify Seller will constitute a waiver of all complaints. In addition, Buyer agrees that Seller shall have no liability for claims by Buyer unless suit is brought within one year of delivery of the goods.
9. **SECURITY INTEREST; ATTORNEYS FEES.** Seller reserves a purchase money security interest in all products sold to Buyer; Seller shall have the rights and remedies of a secured creditor under Article 9 of the Uniform Commercial Code; and Buyer agrees to do all acts necessary to perfect or maintain Seller's security interest. If Seller is forced to retain attorneys for collection of any sums due, or if Seller must defend any claims covered by Section 5 above, Buyer agrees to pay additionally to Seller reasonable attorneys fees and collection costs.
10. **ASSIGNMENT.** Buyer shall not assign or transfer any of its rights or obligations under any agreement between Buyer and Seller, in whole or in part, without the prior written consent of Seller. Any attempted assignment or transfer in violation of the provisions of this paragraph shall be void.
11. **QUOTATION TO GOVERN CONTRACT TERMS.** The Quotation provided By Seller and this invoice contain the entire agreement of Buyer and Seller; and any representation, promise, condition, modification, course of dealing, or trade usage inconsistent with the terms of this Invoice will not be binding upon Seller or relevant in interpreting the terms of their agreement, unless reduced to writing and signed by Seller. The terms of the Quotation constitute an offer of sale, and Buyer's purchase order pursuant to the Quotation or the acceptance of any products pursuant to this Invoice shall constitute Buyer's express acceptance of the terms, regardless of any provision to the contrary in Buyer's purchase order. **IF BUYER PLACES AN ORDER WITH SELLER BASED ON THE QUOTATION, WHETHER IN WRITING OR ORALLY, THEN THE QUOTATION AND BUYER'S PURCHASE ORDER AND SELLER'S ACCEPTANCE OR CONFIRMATION AND SELLER'S INVOICE WILL CONSTITUTE THE ENTIRE CONTRACT BETWEEN BUYER AND SELLER WITH RESPECT TO THE SUBJECT MATTER OF THIS INVOICE. THE TERMS OF THE QUOTATION AND THIS INVOICE SHALL CONTROL OVER ANY TERM IN ANY ORDER FORM OF BUYER WHICH CONFLICTS THEREWITH UNLESS THE TERM IS EXPRESSLY ACCEPTED BY SELLER; AND ANY ATTEMPTED ACKNOWLEDGMENT OF SELLER'S OFFER BY PURCHASE ORDER OR OTHER DOCUMENT CONTAINING PROVISIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF THE QUOTATION OR THIS INVOICE IS NOT BINDING UPON SELLER; AND SELLER HEREBY EXPRESSLY OBJECTS TO ALL INCONSISTENT OR ADDITIONAL PROVISIONS.** All agreements between Buyer and Seller shall be governed by the laws of the State of Texas and are performable in Weatherford, Parker County, Texas.

JAMAK FABRICATION, INC.