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## **TERMS AND CONDITIONS OF SALE - IES Technical Sales Corp.**

### **1. GOODS**

IES Technical Sales Corp. (hereafter "Seller") shall sell to the person, entity, or company (hereafter "Buyer") the products, goods and/or services identified on the quotation and/or order acknowledgment related hereto, which shall be of the grade, quality, and specifications set forth in currently published manufacturer's specifications, if applicable, unless specifically modified in writing by the Seller. Seller accepts no responsibility for errors in published specifications or unannounced changes to specifications.

### **2. WARRANTY**

Seller offers no express or implied warranty other than that of the original manufacturer whose Seller is acting as a distributor, or one year parts and labor only where Seller is the manufacturer. In any case, Seller expressly excludes any warranty whatsoever concerning goods which have been subject to misuse, negligence, or accident, or altered or repaired by others than the Seller, Seller's duly authorized agent, or the original manufacturer.

### **3. REMEDY**

The exclusive remedy of the Buyer (including any entity or person claiming on behalf of or through the Buyer) in the event of breach of warranty or product defect shall be that the Seller shall repair or replace the unit or units sold, or, at the Seller's sole discretion, the Seller shall refund the purchase price for each unit or units. The Seller shall in no event be liable to the Buyer or any third party for incidental or consequential damages. The Buyer shall indemnify the Seller against any and all claims, losses, damage, or injury arising out of or related to use or misuse of the goods, whether sold separately or incorporated into any of the Buyer's products or services.

### **4. DELIVERY**

The goods described herein shall be shipped F.O.B. Seller's ship dock, unless otherwise expressly provided for and confirmed in writing by the Seller. Transfer of title to the goods shall occur when they are placed in the hands of the carrier. The goods shall be placed in suitably protected containers, the nature of which shall be determined by the Seller. All risk of loss shall come by the Buyer from the time the goods are placed in the hands of the carrier.

### **5. INSURANCE**