

Gordon, Inc. Terms of Quotation and Conditions of Sale

- 1) All quotations and orders derived from quotations are subject to the terms listed below. Gordon, Inc. objects to any different or additional terms of conditions in any communication or document from the purchaser, agent or others having involvement with this quote or orders derived from this quote.
- 2) All orders derived from this quote are subject to acceptance at Gordon, Inc.'s offices at 5023 Hazel Jones Road, Bossier City, La.
- 3) Payment of invoices is due 30 days from the date of invoice, without discount, and payable in United States funds.
- 4) Acknowledged shipment dates are not to be construed as guaranteed or absolute. Gordon, Inc. shall not be liable for failure or delay in delivery caused by, but not limited to, acts of god, differences with workmen, labor shortages, fire, flood or other casualty, government regulations or requirements, shortages or failure of raw materials, supplies, fuel, power, or transportation, breakdown of equipment, or any other causes beyond Gordon, Inc.'s reasonable control. In no event shall Gordon, Inc. be liable for any consequential damages or claims for labor resulting from failure or delay in delivery. Acceptance by the purchaser of any goods shall constitute a waiver by the purchaser of any claim for damages relating to the delivery date of such goods.
- 5) Claims by the purchaser must be made promptly upon receipt of freight shipments and Gordon, Inc. given an opportunity to investigate. Gordon, Inc. shall incur no liability for damages, shortages, or other causes alleged to have occurred or existed at or prior to delivery to the freight carrier unless purchaser shall have entered full details thereof on its receipt to the freight carrier.
- 6) Purchaser's exclusive remedy for breach of warranty as to any term hereof and Gordon, Inc.'s only liability for any goods, shall be replacement or repair of such goods, or repayment to purchaser of the purchase price upon return of such goods at the option of Gordon, Inc. The purchaser is charged with the responsibility not to use damaged goods. Any consent by Gordon, Inc. shall be at the purchaser's risk and expense. In no event shall Gordon, Inc. be liable for any special, direct, indirect, or consequential damages or claims for labor.
- 7) Title to products sold hereunder shall pass upon delivery to the freight carrier at the point of shipment. Unless otherwise expressly requested, Gordon, Inc shall determine method of shipment.
- 8) If purchaser fails to comply with any provisions or to make payments in accordance with the terms of this contract or any other contract between the purchaser and Gordon, Inc., Gordon, Inc. may defer further shipments or, without waiving any other rights, terminate this contract. All deliveries shall be subject to the approval of Gordon, Inc. credit department. Purchaser reserves the right before making any delivery, to require payment in cash or security for payment, and if purchaser fails to comply with such requirement, Gordon, Inc. may terminate this contract.
- 9) There are no understandings, terms or conditions not fully expressed herein. No agent or representative of Gordon, Inc. has authority to modify, rescind, or revise any of the terms and conditions contained herein. Any such revision must be in writing signed by an officer of Gordon, Inc.
- 10) There is no implied warranty or condition except an implied warranty of title to, and freedom from encumbrance of the products sold hereunder, and in respect of products bought by description that they are of merchantable quality.

- 11) All returns must be approved in writing by Gordon, Inc. prior to shipment. All items must be returned prepaid. A re-stocking charge will be applied to all standard items returned. Special items are not returnable. Orders for special items that are cancelled are subject to charges equal to the value of the material at current stage of production plus reasonable tooling costs and engineering fees and other related costs.
- 12) The complexities involved in extruding aluminum components preclude production of exact quantities. All orders for special "custom" materials are subject to an overage shipment not to exceed 3% of each item. Every effort will be made to keep over shipment to a minimum.
- 13) Stenographic, clerical, or obvious errors are subject to correction without liability. All prices are subject to change by Gordon, Inc. without notice unless otherwise specified.
- 14) The products sold hereunder shall be subject to Gordon, Inc.'s. and industry standard manufacturing variations, tolerances and classifications. Inspection and acceptance of products sold to conform to special specifications must be made at Gordon, Inc. works and shall be final.
- 15) Gordon, Inc. is not responsible for the collection of any sales tax, unless previously arranged, with respect to any of the products sold hereunder. Purchaser is responsible for remitting any applicable taxes to the proper authority.
- 16) Failure of either party to enforce any right hereunder shall not waive any rights in respect to other occurrences.
- 17) The purchaser and Gordon, Inc. mutually agree that the agreement growing out of this transaction, regardless of the place of its physical execution, shall be treated as though executed within the state of Louisiana and be interpreted within the purview of the laws and statutes of the state of Louisiana and the United States of America.