

TERMS AND CONDITIONS

FREIGHT TERMS: The following freight terms will apply to all orders.

PRO-PLUS AND MEARIN GRP: For GRP system components and accessories required to complete GRP system installation, Full Motor Freight allowed on individual orders of \$5,000.00 net or more.

MEADRAIN AND MEAGARD Polymer Concrete: Orders for Polymer Concrete system components and accessories required to complete Polymer Concrete system installation will be FOB Michigan City, Indiana or your designated Service Center, as determined by MEA-JOSAM.

PAYMENT TERMS: For accounts with established credit, payment terms are 2% cash discount, payable 30 days from date of invoice, net 31 days. Invoices still unpaid after 31 days from date of invoice will be subject to interest charges of 1-1/2% per month. Minimum invoice: \$50.00 net. Confirmed irrevocable letter of credit or cash in advance of shipment is required for accounts without an established line of credit. Any terms and conditions appearing on your orders which are inconsistent with our quotation and conditions of sale shall be of no effect.

QUOTATION TERMS: Prices quoted are protected for 30 days from BID DUE DATE. If an order is received within this period, the material must be shipped within 90 days from date of order, otherwise prices will be those in effect at the time of shipment.

ORDER ACCEPTANCE: All catalogs, price lists, literature and other material describing our products are not to be construed as offers to sell same. All orders are subject to acceptance at our office in Michigan City, Indiana or your designated Service Center. Your order, when shipped by us, shall be the complete contract between us, subject to and incorporating therein the terms and conditions herein contained, and any inconsistent provisions contained in your order shall not apply. Prices contained in any of our catalogs, price lists or other literature are subject to change without notice.

CANCELLATION: Orders are not subject to cancellation without our written consent. If an order is canceled, the Buyer shall pay costs incurred with filling the order. Any charges incurred because of cancellation or change of special material made on order must be paid for by the Buyer. Any items not cataloged by us and made on special order remain the property of the Buyer and must be paid for.

GUARANTEE: All MEA-JOSAM products are guaranteed against defective materials and workmanship or errors in shipping, and any material or part proving defective will be replaced free of charge provided that MEA-JOSAM is notified within a reasonable time for inspection after delivery, and the equipment, material, or part claimed to be defective has been properly maintained and used in accordance with instructions and is delivered prepaid to Seller at Michigan City, Indiana. Under no circumstances will MEA-JOSAM assume any liability for damages or labor charges resulting therefrom.

EXPRESS LIMITED WARRANTY: All recommendations on the use of MEA-JOSAM products are made without any warranties or guarantees. The products described in our literature are sold with an Express Limited Warranty which is in lieu of all other express or implied warranties. It is the responsibility of the customers of MEA-JOSAM to ensure that each particular product is fit for its intended purpose and that the conditions in which it will be used are suitable. Any products supplied by MEA-JOSAM will be done solely upon the standard Conditions of Sale, incorporated into all contracts. MEA-JOSAM develops and improves its products on a regular basis and information provided in this document is subject to change without prior notification.

DELAYS: MEA-JOSAM will not assume any liability for delays or defaults occasioned by strikes, fires, or exercised by governmental authorities, failure to obtain material, or by any cause unavoidable beyond its control.

RETURNED GOODS: Material may be returned subject to the following conditions.

1. Must first be referred to your local MEA-JOSAM Representative for prompt handling;
2. Minimum value of \$100.00 net;
3. Replacement parts will not be accepted for return;
4. Buyer must identify original shipment of material by invoice number and invoice date;
5. Buyer must obtain prior written authorization;
6. 25% restocking charge;
7. Less any charges necessary to put the material into saleable condition;
8. Credit will be issued to apply only against future purchases;
9. Outgoing freight will be deducted from the credit;
10. Material must be returned freight prepaid;
11. Products designated non-stock or special are not subject to cancellation nor are they acceptable for return;
12. Discontinued or obsolete material is not returnable.

ILLUSTRATIONS AND DESCRIPTIONS: All illustrations, detail drawings, and accompanying descriptions refer to standard features of each product and do not necessarily show or describe the variations available. All designs are subject to change without notice, and unless specifically stated on order, material will be furnished of design in effect at the time the order is filled. All weights are approximate.

RISKS: Our responsibility ceases after product has been delivered to the carrier in good order. It is the responsibility of the consignee to inspect each shipment carefully and file a claim with the carrier for any damage or shortages. Content shortages must be reported within 15 days after receipt of material. Any claim received after this time will be disallowed.

EXPORT SHIPMENTS: If special export packing is required, an additional charge equal to 10% of the net price of the order will be made.

SHIPPING DATES: Promise of shipping dates are estimates, but not guaranteed.

TAXES: Any sales or manufacturer's tax imposed under existing or future statutes may be added to the price herewith effective and shall be paid by the Buyer.