

Payment Terms: Payment in full is required on all orders under \$2,500.00 at time of order placement. All orders over \$2,500.00 require a 50% deposit and payment in full before shipment unless other arrangements have been made in advance with CG Schmitt & Company, Inc. (CGS) or affiliates Moxie Surfaces or Sonex-Online, in writing. If terms are extended interest shall accrue on any unpaid balance commencing on the due date at a monthly interest rate of 5.0%.

Credit: CGS may at its discretion establish credit for any customer demonstrating an above satisfactory credit rating. CGS may cancel or change credit terms at its discretion and request payment in advance at any time.

Pricing: CGS reserves the future right to make changes in price on material or to discontinue products at any time without notice.

Limited Warranty: Limited warranty is given to products distributed by CG Schmitt, Moxie Surfaces and Sonex Online to be free from defects in material and workmanship for a period of one (1) year from the date of invoice unless separate warranty provided or supplied by manufacturer. Should any failure appear within one (1) year after the date of such invoice and upon notification that the products have been stored and applied in accordance with manufacturers standards, we will correct such defects by suitable repair or replacement without charge at our facility of choice or at the location of the products (at CGS's election. If CGS determines that repair or replacement is not commercially practical, CGS shall issue a credit in favor of buyer in an amount not to exceed the purchase price of the products. This warranty is exclusive and is instead of any implied warranty of merchant ability, fitness for a particular purpose or other warranty of quality, whether express or implied, except the warranty of title and against patent infringement. No waiver, alteration, additions or modifications of the foregoing conditions shall be valid unless made in writing and manually signed by an officer of CGS.

Limitation Of Liability: CGS or its affiliates shall not be liable under any circumstance for any loss, damage or expense directly or indirectly arising from the use of the products sold hereunder or from any other cause, and CGS shall not be liable under any circumstance for consequential or incidental damages. CGS's liability for breach of warranty hereunder is, in all instances, limited solely and exclusively to one of the following at CGS's option: (a) The replacement of defective products, OR (b) The repayment of the purchase price paid for defective products. CGS will not be liable for delay or failure to deliver caused by acts of God, strikes or any cause beyond its control, or the premium transportation charges for alleged lateness in making shipments when such lateness is caused by the preceding, or shipment is made within current lead times plus three (3) days grace period.

Claims/Inspection and Acceptance: The products covered by the order shall be deemed finally inspected and accepted within 10 days after shipment to buyer, unless notice of rejection or notice of any claim is given in writing to CGS within said period. Acceptance as aforesaid shall constitute acknowledgment of full performance by CGS of all its obligations hereunder except as provided herein.

Shipment: F.O.B. designated warehouse or production facility at which point title to the products shall pass to buyer.

Applicable Law: The terms of the purchase order and this acknowledgment shall be governed by the laws of the State of California.

Amendments: No waiver, alteration or modification of any of the provisions herein shall be binding on CGS unless in writing, and signed by an officer of CGS.

Assignment: Buyer shall not assign this contract or any rights hereunder without the written consent of CGS.

Conflicting Terms: Conflicting terms with the buyer's purchase order and information herein, acknowledgment shall be interpreted as the buyer's purchase order terms being superseded by the terms contained herein.

Disclaimer

The prices in our quotation are based on information given to CGS at the time of the bid request. Verifying the specifications and quantity is your responsibility and you are made aware of the following and your customer should be made aware of the following conditions and information.

Quote / Estimate may change for various reasons: sizes, quantities, specification changes, etc., cost increase, or other similar reasons.

Quote/estimate is based on industry tolerance and accepted practices unless otherwise noted.

CGS will make every effort to keep to our customer's scheduled delivery date, but will not be held liable for damages caused by delays, backlog and raw material delays or acts of god. We are not responsible for nor will we pay liquidated damages or other delays.

Special packaging and splitting shipments will be at customer's expense. Shipment must be inspected for freight damage upon receipt of order.

Shop drawings, engineering calculations or other design or engineering services are not included in the quote / estimate unless specifically stated otherwise.

The cost for CGS to activate a lien will be billed to the customer.

Payment of local or state taxes are the sole responsibility of purchaser and not included in quotations unless specifically stated.

Materials delivered and/or placed in storage, must be stored with protection from the weather, humidity and temperature variations (temperature of 60-85 degrees F and not more than 70 degrees relative humidity), dirt, dust, or other contaminants.

Installation of product constitutes acceptance of product.

RECEIPT OF PRODUCT PROCEDURES

1. Check the number of crates or cartons.
2. Check for correct address on freight bills, crates and/or cartons.
3. If there is damage on crates or cartons, or a shortage, you must have the truck driver make a damage or shortage report on all copies of freight bills at the time of delivery.
4. If you discover concealed damage, you must call the freight carrier within three working days and request an inspection of damaged freight. Document this inspection in writing with freight company and forward a copy of report to CGS or its affiliates at PO Box 231369 Encinitas CA 92023 760-230-4508.
5. Do not remove damaged crates or cartons from receiving area until after inspection has been completed. Save all packing, crating and cartons.
6. Do not return damaged goods unless authorized to do so. Freight will be refused at your cost.

7. DO NOT FILL OUT FREIGHT CLAIM UNLESS AUTHORIZED.

8. When you receive merchandise, check that your order is complete and correct. Check Quantity.
INSTALLATION MEANS ACCEPTANCE OF MERCHANDISE.

Agreed/Accepted by:

Signature: _____

Authorized Representative

Printed Name _____

Date: _____