

Perimtec LLC

General Terms & Conditions of Sale

The following terms and conditions represent the complete and exclusive agreement between Perimtec LLC ("Perimtec") and its customer ("Buyer") for the purchase of products, materials and/or goods ("goods"). Any quote or purchase order issued by Buyer, heretofore, hereafter, or contemporaneous herewith, which is inconsistent with the provisions of this contract, is superseded hereby. Buyer hereby acknowledges that the terms and conditions herein contained are the sole terms and conditions under which Buyer offers to purchase the goods described from Perimtec, and, if accepted by Perimtec, the terms and conditions herein shall constitute the entire and sole agreement between Buyer and Perimtec. We reserve the right to modify these Terms of Sale without prior notice to you. Therefore, we recommend you review the Terms of Use carefully each time you make a purchase.

1. Pricing.

Unless otherwise specifically stated, all prices will be invoiced, F.O.B. origin, and do not include freight charges, federal, state or local sales, use or excise taxes, if any. Any quotations provided to Buyer by Perimtec shall automatically expire thirty (30) days from the date issued (unless otherwise noted by Perimtec) and are subject to termination by the Buyer at anytime.

2. Shipment/Pickup.

PLEASE NOTE: This shipping policy applies to the Lower 48 States only. If international shipping or shipping to Hawaii, Alaska or Puerto Rico is required, please call us..

Unless otherwise directed in writing by Buyer prior to shipping, the method of shipment will be selected by Perimtec and/or the Manufacturer. . Any delivery dates specified are based on Perimtec's best estimate of when delivery to the Buyer can be made under the circumstances that exist on the date hereof; and Buyer agrees to excuse delays in delivery due to circumstances beyond the reasonable control of Perimtec. Unless otherwise agreed in writing, Perimtec reserves the right to make partial shipments.

For all shipments made by common carrier, insurance will be obtained only at Buyer's written direction and expense. Perimtec will not be responsible for risk of loss or damage to the goods after delivery to its carrier. Title to the goods will pass to Buyer upon delivery to the carrier.

3. Delays.

Perimtec will not be liable for any loss or damage resulting directly or indirectly from fire, flood accident, civil unrest, act of God, war, governmental interference or embargo, labor strike, shortage of materials, or any other cause beyond its control.

4. Inspection of Goods; Acceptance.

Buyer's receipt and possession of the goods and or use of the goods constitutes its acknowledgment that it has accepted the goods. Buyer has an obligation to ascertain the correctness of the goods before any attempt is made to use them. Claims for shortage in quantity or for damage in shipment/delivery shall be deemed waived unless received in writing by Perimtec within ten (10) days after delivery/pickup.

5. Returned Goods Policy and Procedure

In the event that the Buyer desires to return a purchased product, the following outlines Perimtec's procedure regarding returns. Buyer must make a written request to Perimtec outlining the nature and purpose of the return. Perimtec will review the request and will either authorize or deny the return. Authorized returns should be shipped (freight prepaid) or dropped off at one of Perimtec's locations. Upon receipt and inspection, Perimtec will issue the appropriate credit to the customer. All returns are subject to the following terms and conditions:

- **a.** All standard product items are available for full refund, less shipping and restocking charges, unless specially fabricated.
- **b.** Any product that is considered special fabrication is not returnable and therefore not refundable, unless the product is damaged or not built as ordered. This includes, but is not limited to, special colors, sizes, and customized work of any kind.
- **c.** Written authorization must be obtained from Perimtec prior to returning any merchandise.
- **d.** Returned merchandise must be in resalable condition, in the original packaging. Perimtec will not accept return of, nor issue credit for, any incorrect goods that bear the appearance of having been used in any way, totally, or in part or goods that are not considered resalable.
- **e.** Perimtec reserves the right to inspect all returned merchandise and issue final determination as to its condition.
- **f.** Credit will be issued based on the combination of 1) the product invoice price (less a 15% restocking charge) and 2) applicable sales tax, if any. Freight costs will only be credited to the customer if Perimtec determines that the return is based on an error by Perimtec.
- **g.** Merchandise must be returned to Perimtec within 30 days from the date of issue of the Returned Goods Authorization Number.

6. Warranty.

- **a.** Perimtec distributes many manufacturer's products. Buyer is required to determine directly from the manufacturer's tests, or from its own tests, the suitability of these materials for their application and shall be guided by the results of such tests. ALL APPLICABLE WARRANTIES ARE PROVIDED BY THE MANUFACTURER AND A COPY OF THE MANUFACTURER'S WARRANTY WILL BE PROVIDED BY PERIMTEC UPON WRITTEN REQUEST. IT IS THE BUYER'S SOLE RESPONSIBILITY TO DETERMINE SUFFICIENCY OF THE APPLICABLE MANUFACTURER'S PRODUCT WARRANTY.
- **b.** THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY PERIMTEC. PERIMTEC MAKES NO WARRANTIES, COVENANTS, OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, BEYOND THOSE EXPRESSLY SET FORTH HEREIN. THERE IS NO WARRANTY OF MERCHANTABILITY AND THERE ARE NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR USE. NO REPRESENTATIONS OF FITNESS FOR ANY PARTICULAR PURPOSE SHALL BE IMPLIED FROM SPECIFICATIONS, IF ANY, SET FORTH HEREIN, OR BY THE NATURE OF THE GOODS.
- **c.** In any event any potential liability of Perimtec shall be limited to an obligation to replace or repair such goods or to provide a credit adjustment, as Perimtec may in its sole discretion deem appropriate. IN NO EVENT SHALL SELLER SHALL BE LIABLE TO BUYER FOR ANY LOST PROFITS OR OTHER ECONOMIC LOSS OF BUYER, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGE ARISING OUT OF ANY BREACH OF THIS AGREEMENT BY SELLER OR ANY OBLIGATION OF SELLER PURSUANT TO THIS AGREEMENT OR THE FAILURE OF THE GOODS TO PERFORM IN ANY PARTICULAR MANNER. **EXCEPTION:** IN CERTAIN STATES, THE LAW MAY NOT ALLOW US TO LIMIT IMPLIED WARRANTIES OR EXCLUDE LIABILITY FOR "INCIDENTAL" OR "CONSEQUENTIAL" DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY.

7. Acceleration.

Perimtec reserves the right to accelerate the due date for any payment by Buyer under any contract with Perimtec and any other rights made available to creditors under applicable laws, including, without limitation, the right to retake possession of the goods or to stop goods in transit and demand payment before delivery.

8. Customer Accounts.

Payment is due on all sales at the time of purchase unless waived by Perimtec. Subject to Perimtec's credit approval any payments on account are due and payable in full thirty (30) days from the date of the invoice. Perimtec may at its sole discretion, change or withdraw Buyer's credit. Buyer will make payments at the address specified on the Perimtec invoice. Promptness of payments at the times due shall be considered as being of the essence of this contract, and failure or substantial delays in making any such payment shall constitute a material breach of this contract, entitling Perimtec, at its option, to any or all remedies for breach, including rescission of the entire contract. OVERDUE ACCOUNTS SHALL BE SUBJECT TO A SERVICE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) ON THE UNPAID BALANCE, OR THE MAXIMUM AMOUNT PERMITTED BY LAW. Buyer agrees to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by Buyer in any of the terms hereof.

9. Governing Law; Partial Invalidity.

Any and all agreements and/or contracts entered into between Buyer and Seller pursuant hereto, shall be governed by and construed in accordance with the laws of the State of Oklahoma and any action or proceeding to enforce any agreement and/or contract or to recover damages hereunder, shall be instituted in the State of Oklahoma in Tulsa County or if jurisdiction exists in federal court, in the Northern District of Oklahoma. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

10. Sales and Use Tax Obligations

In the event that Buyer has not or does not remit sales or use tax with respect to the purchase and sale of the goods described herein (a) Buyer represents and warrants that (i) it has provided Perimtec with a valid resale certificate or certificate of exemption which exempts the purchase of said goods from the sales and/or use taxes imposed by any and all applicable States or (ii) that the purchase and sales of the goods described herein is otherwise exempt from sales and/or use taxation under the laws of any and all the applicable States, (b) Buyer acknowledges and agrees that the reporting and payment of any such sales and/or use taxes with the respect to the purchase and sale of the goods described herein (including any interest and penalties payable with respect thereto) shall be the sole and exclusive liability of the Buyer, notwithstanding any provisions of applicable law to the contrary, and (c) Buyer does hereby indemnify, hold harmless and agree to defend Perimtec and its officers, directors, employees, agents, successors and assigns, from and against any and all damages, liabilities, losses and expenses, including reasonable attorneys' and accountants' fees, incurred as a result of, in connection with or with respect to any such sales and/or use taxes (including any interest and penalties payable with respect thereto).

11. Local Zoning Policy

It is the Buyer's responsibility to ensure that their project complies with all applicable state, city, and/or local zoning ordinances and to obtain any necessary permits.