

CONDITIONS OF SALE

The following conditions of sale apply to any order accepted by American Hood Systems, Inc. as Seller, and its acceptance of the Purchaser's order is expressly conditioned on the Purchaser assenting to such conditions of sale.

I PRICES

1. Prices quoted are F.O.B. Point(s) of shipment and are good for 30 days. Any prepaid shipping charges are to be paid by Purchaser.

2. Prices are exclusive of sales, use or similar taxes and any such taxes, now in effect or hereinafter imposed, will be added to the price.

3. All goods are sold F.O.B. our plant, Elyria, Ohio. We cannot accept responsibility for damages in transit, any such claim must be filed promptly with the freight company. Claims for shortage or damage must be made at the point of origin of shipments, if concealed damage is discovered, immediately notify the freight company and request inspection.

II SHIPMENT

1. Stated shipment dates are approximate and are dependent upon timely receipt of any required advance payment.

2. Installation dates are approximate, purchaser agrees not to hold seller liable for installation delays whatsoever.

III CREDIT

1. All sales and shipments are subject to Seller's approval of Purchaser's credit.

IV PAYMENT

1. Invoices will be rendered when the product is shipped or on the originally scheduled shipment dates, or if there is a mutual agreement on postponement of shipment.

2. Terms. As agreed

3. In order to establish credit (10 days), we need you to submit a bank reference and three credit references. This information must be submitted at least 7 days prior to the shipment date of the respective order.

4. Interest shall accrue on overdue accounts at the rate of 1 1/2% per month, 18% annually.

V RETENTION OF TITLE

1. Seller shall retain title and right to repossess all goods and products described here on until full and final payment has been received and in the event of default of any payment required hereunder Seller may, at its option, repossess said all goods and products, wherever found, free from all claims whatsoever, in which event Seller shall not be liable in any action of law or otherwise for such reclamation, nor for the repayment of any money which may have been paid by the Purchaser in part payment for said goods, all such prior payments to be deemed and treated as liquidated damages for the use of said goods and not as a penalty. Purchaser also agrees that Seller must use an attorney to collect unpaid monies due Seller then Purchaser shall pay Seller's filing and legal fees.

2. No part of the goods hereon described shall be considered to be a fixture or part of realty by reason of the matter of its installation.

VI VENUE/JURISDICTION

1. Purchaser agrees to resolve any and all disputes concerning this transaction and arising between the parties in a court of law in Lorain County, Ohio.

2. Should seller prevail in a court of law, in whole or in part, all actual attorney fees and costs incurred shall be paid by purchaser.

VII WARRANTY

Seller has not made and will not make any representations or warranties of merchantability or fitness or any other representations or warranties not set forth herein. Seller will not be liable for any consequential, incidental or indirect damages claimed to be sustained by purchaser. The goods covered by this document, which shall be manufactured by others, will carry the customary warranty of the manufacturer's which seller will attempt to obtain for the purchaser's benefit upon request of buyer. Seller makes no warranty whatsoever that the products described in this acknowledgement complies with any such warranty, if any. Also it will be the purchaser's responsibility to secure all necessary Government permits as may be required to install goods ordered unless written otherwise. If this agreement required seller to install, seller may use as its option, sub-contractors to install said components and fire suppression system as well as pulling permits if necessary. Seller may as its option in lieu of not being registered or licensed in a particular city, have a sub-contractor pull permits. Purchaser however shall remain primarily responsible to pull all permits as may be required for any installation.

VII SUSPENSION OR CANCELLATION OF SHIPMENT

1. Seller may suspend or postpone shipment in case of war, riot, fire, explosion, flood, labor difficulties, inability to obtain fuel, power material or other cause beyond its control. Any shipment so suspended may be cancelled at Seller's option. Seller shall in no way be liable for any loss caused by suspension or postponement of shipment or cancellation resulting from the causes herein set forth.

2. Except as described in the preceding paragraph, there shall be no postponement of shipment or cancellation of this order or contract by purchaser unless by mutual agreement of the Purchaser and Seller. If there is a mutual agreement on cancellation charge based on the percentage of completion of the order as of the cancellation date.

3. If this agreement requires seller to install then purchaser shall make available easy access to delivery and installation of equipment by seller. Any delays as of a result of uneasy access or hidden obstacles that require removal or additional work or waiting time unforeseen at the time of the contract shall be billed as the Seller's current shop/field rate as applies.

4. If this agreement requires seller to install, then when seller shows up on the job to do the required installation and the Purchaser has to reschedule for any reason, the Purchaser shall bear full costs incurred by seller/installer to reschedule the installation for a later date.

5. If this agreement requires seller to install, then all structural reinforcement and/or replacement of structural beams trusses shall not be responsibility of purchaser.

IX GENERAL

1. Any and all previous communications between the parties here to, either oral or written, with reference to the subject matter of this document are hereby superseded.

2. We cannot accept any returned items unless authorization has been given in writing. A restocking charge will apply for any custom hoods including freight charges. There will not be a restocking charge for stock items but customer will be responsible for freight charges.

3. American Hood Systems, Inc. reserves the right to modify specifications to meet improved material and requirements as they arise without prior notice. All specifications and sizes are subject to change without notice. Dimensional tolerance shall be + or - .25".

4. American Hood Systems, Inc. shall not be liable for delays in manufacturing or delivery that may arise from causes beyond company's reasonable control.