

## NORBERG ~ IES, LLC TERMS AND CONDITIONS

This Policy shall be enforced and any additional or different terms proposed by Buyer are rejected unless expressly agreed to in writing by Seller. All quotations expire in 30 days.

### TERMS OF PAYMENT

For new accounts, Terms of Payment will be agreed on by the Buyer and Seller prior to commencement of any custom fabrication or shipping of any orders.

### DELIVERY

Unless otherwise agreed, delivery will be made F.O.B. point of shipment. Shipping dates are approximate and are based on prompt receipt of all necessary information from the Buyer. Seller will not be financially responsible for any delays caused by its vendors or suppliers regardless of delivery times quoted by the Seller to the Buyer at the time of quotation or upon the receipt of a purchase order from the Seller the Buyer. Risk of loss or damage to the Product shall pass to Buyer at the F.O.B. point.

### PRODUCT RETURNS

**Any custom assemblies or modifications cannot be returned for credit or reimbursement. A credit or reimbursement will be granted if the Seller has made an error. Items normally in stock by the Seller are returnable within the warranty period or within the period the seller's vendor allows for returns. Stock items returned by the Buyer that exceed the seller's normal inventory level or are not returnable to the Seller's vendor for credit, will be subject to a restocking fee. Items ordered specifically by the Seller for the Buyer, are subject to the Seller's vendor return policy and if returnable will be subject to an additional 10% restocking fee to cover administrative and freight costs to return the items to the Seller's vendor.**

### FORCE MAJEURE

Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, not, embargo, fuel or energy shortage, car shortage, wrecks or delay in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

### WARRANTY

#### Warranty for Products

Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for a period of one (1) year from the date of shipment by the Seller.

In the event that a Product fails to comply with the forgoing warranty, Seller will, at its option, either (a) repair or replace the defective Product, or defective part of component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing. Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller.

This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance will Seller's recommendations and industry standard practice or due to accident, misuse, abuse or negligence. **This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement.** This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the supplier. This warranty does not cover damage to Buyer's equipment, components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

#### Limitation on Warranties

THE FORGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTIES OF TITLE AND AGAINST PATENT INFRINGEMENT. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The remedies set forth above are the Buyer's sole remedies for any failure of Seller to comply with its warranty obligations. Correction of nonconformities in the manner and for the period of time provided above shall constitute Seller's sole liability and Buyer's exclusive remedy for failure of Seller to meet its warranty obligations whether claims of the Buyer are based in contract, in tort (including negligence or strict liability), or otherwise.

#### LIMITATION OF LIABILITY

The remedies of the Buyer set forth herein are exclusive and are the sole remedies for any failure of Seller to comply with its obligations hereunder. **In no event shall Seller be liable in contract, in tort (including negligence or strict liability) or otherwise for damage to property or equipment other than the Products sold hereunder, loss of profits or revenue, loss of use of Product, cost of capital, claims of customers of the Buyer or any special, incidental or consequential damages whatsoever.** The total cumulative liability of Seller arising from or related to this contract whether the claims are based in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the Product or Service on which such liability is based.

**TERMINATION** Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges, including all costs plus profit. Seller shall have the right to cancel at any time by written notice for any material breach of the order by the Buyer.