

THE FORD METER BOX COMPANY, INC.

Standard Terms and Conditions of Sale

PRICES

All prices in this book are subject to change without notice. Please contact The Ford Meter Box Company, Inc. (Manufacturer) to ensure contained prices are current. Possession of a price sheet shall not be interpreted as an offer to sell. Always confirm your order acknowledgement for correct price, product and quantity.

TERMS FOR PAYMENT

All invoices are due and payable within defined terms shown on invoice.

FREIGHT TERMS: FOB OUR FACTORY/WAREHOUSE

Freight will be prepaid and allowed on shipments made against any order with a price valuation of U.S. \$7,000.00 net or more, to any single point within the contiguous United States. All product categories may be included in this total. Products from any or all Manufacturer shipping locations may be combined in any ratio to meet the U.S. \$7,000.00 net freight allowance minimum. Freight charges will be added to the invoice for shipments made against any order less than a U.S. \$7,000.00 net valuation. The Manufacturer reserves the right to control all routings. Freight charges for all UPS and/or airfreight shipments will be prepaid and added to the invoice. Requests for an alternate shipping destination or a special routing may affect product pricing and/or freight charges. Terms for shipment outside the contiguous United States shall be established on a case-by-case basis.

RETURNED MATERIAL

No material is to be returned without Manufacturer's written permission (Manufacturer Returned Goods Authorization) and shipping instructions. Authorized returns are subject to a 35% restocking charge. Products special ordered or products requiring special fabrication may not be returned. After inspection, credit will be allowed based on resalable condition, the current production design, the cost of reconditioning and shipping charges. Recipient of factory shipments agrees that Recipient will not accept rejections of any products or make refunds to customers on supposedly defective products without first consulting the Manufacturer.

FREIGHT CLAIMS

Recipient of shipments from any Manufacturer shipping location acknowledges and agrees that Recipient of factory shipments is hereby given the opportunity to examine and inspect each product at the time of delivery. Shipments delivered short or damaged should not be accepted without having carrier note shortage or damage on delivery receipt. The delivery receipt or copy should then be sent to the Manufacturer along with a written explanation so that a claim may be filed. The time allowed to file a claim with the carrier on shipments already signed for as damaged or short material is 15 days. Concealed damage must be reported to the freight carrier within 5 days of receipt or no claim will be allowed. Claims regarding damage or shortage must be noted on the Freight Carrier's signed delivery receipt. All packaging must be kept for inspection by a representative of the Freight Carrier.

TAXES

Any tax, duty, or other cost imposed by any government entity shall, at Manufacturer's discretion, be added to the purchase price and payable by Recipient. Recipient must certify any tax exemptions and agree to reimburse Manufacturer against any tax imposed contrary to such certification.

TRADE

All applicable import and export control laws and/or regulations shall be obeyed by Recipient, including those of the United States and/or other jurisdictions from which Manufacturer's products may be shipped. Recipient shall not use, import, export or re-export Manufacturer's products in violation of such applicable laws and/or regulations.

THE FORD METER BOX COMPANY, INC.

Standard Terms and Conditions of Sale (Continued)

WARRANTY AND AGREEMENT STIPULATIONS

The sole and exclusive warranty respecting any product is as stated in the warranty below. **No other warranties are applicable or may be implied, including the implied warranty of merchantability and the implied warranty of fitness for particular purpose and any warranty relating to infringement or the like, all of which are disclaimed.**

No other document, demonstration, description, words, conduct or action of Manufacturer or any of its employees, agents or representatives shall supplement or alter the warranty except as stated in the warranty below.

No claim or legal action may be brought against Manufacturer more than one (1) year after the date the factory shipment is delivered, regardless of when Recipient of shipment learns of any such cause of action.

There are, and may in the future be, foreign, federal, state and local laws, rules and regulations prohibiting the use of some of Manufacturer's products in certain applications (e.g. potable water) due to the content of lead (No-Lead Laws). While Manufacturer is not responsible for Recipient's compliance with No-Lead Laws, Manufacturer will use reasonable efforts to identify those products prohibited (Non-qualifying Products) from use in applications due to the No-Lead Laws through one or more measures, which may or may not include information distributed as part of the ordering and acceptance process, labels affixed to the exterior of product boxes, and a document included within product boxes. In order to assist Recipient, and without limiting Recipient's obligation to comply with No-Lead Laws, Manufacturer may provide Recipient with additional information and documentation regarding Non-qualifying Products which Recipient agrees to provide to those who purchase Non-qualifying Products from Recipient and/or use Non-qualifying Products. Recipient agrees to at all times comply with No-Lead Laws and agrees to hold harmless the Manufacturer and its affiliates and their respective employees, agents and representatives from any and all loss, liability, claim, judgment and expense (including, without limitation, reasonable attorneys' fees and expenses) that relate to or result from the Recipient's or any user's sale, distribution or use of Manufacturer's Non-qualifying Products in violation of the No-Lead Laws.

Receipt of factory shipments is considered the Recipient's full agreement with the Manufacturer regarding all stipulations contained herein. The warranty stated below shall also be applicable in its entirety to received products resold to any other person or entity.

WARRANTY:

All merchandise is warranted to be free from defects in material and factory workmanship for one year from date of shipment from our factory. We will provide, free of charge, new products in equal quantities for any that prove defective within one year from date of shipment from our factory. Manufacturer shall not be liable for any loss, damage, or injury, direct or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for user's intended use and user assumes all risk and liability whatever in connection therewith. No claims for labor or consequential damage will be allowed. The foregoing may not be changed except by agreement signed by an officer of the Manufacturer.

No other warranties are applicable or may be implied, including the implied warranty of merchantability and the implied warranty of fitness for particular purpose and any warranty relating to infringement or the like, all of which are disclaimed.

The Ford Meter Box Company, Inc.

The Ford Meter Box Company considers the information in this Price Book to be correct at the time of publication. Item and option availability, including specifications and prices, are subject to change without notice. The terms as written herein shall supersede the terms of the customer's order in the event of contradiction or inconsistency and no understanding, agreement, terms, condition or trade custom at variance herewith shall be binding on the parties.

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