

GAINES MEASUREMENT AND CONTROL, INC.

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TERMS AND CONDITIONS OF SALE:

PURCHASER UNDERSTANDS AND AGREES THAT: Warranties and fitness of use And against defects in material or workmanship would be those issued by the specific Manufacturer involved. No representations, guarantees or warranties of any kind are Made by designer, engineer, manufacturer, or producer of the goods listed in any Quotation or invoice from Gaines Measurement & Control, Incorporated. Purchaser Shall defend, hold harmless and fully indemnify Gaines Measurement & Control, Inc. Against any claim or claims based on any of the matters mentioned in this paragraph against Gaines Measurement & Control, Incorporated.

All accounts are due and payable within (30) thirty days of the date of the first invoice therefor. If not so paid, the account is delinquent and a service charge of 1 ½% per Month, or the highest lawful rate, (whichever is lower) will be made on the balance not received by Gaines Measurement & Control, Incorporated by the (30th) thirtieth day following the date of the first invoice therefor. In case an account becomes delinquent, purchaser shall pay all costs of collecting or securing or attempting to collect or secure the obligation, including a reasonable attorney's fee, whether the same be collected or secured by, or any attorney be consulted with reference to suit or otherwise. Purchaser waives all rights of exemption under the constitution and laws of the State of Alabama or any other state.

Orders accepted by Gaines Measurement & Control, Incorporated cannot be cancelled, Deliveries deferred or goods returned by customer except with Gaines' prior written Consent, and then only upon such terms as are acceptable by Gaines Measurement and Control, Incorporated. The basis of such terms would be those set out by the manufacturer of the specific goods.