



## TERMS AND CONDITIONS OF SALE

The terms and conditions contained herein constitute the entire agreement between MESA Products, Inc., and the buyer of goods ("Buyer") and apply to any written or verbal order from Buyer for any goods. The terms and conditions herein shall supersede any conflicting terms on any written order.

1. Payment shall be made thirty (30) days from the date of invoice unless otherwise agreed to by the Parties. Interest may be charged on overdue accounts.
2. All prices are subject to the addition of any and all excise, sales, and other taxes.
3. Unless otherwise agreed to, delivery of goods shall be FOB MESA Products, Inc., and title to the goods shall pass to Buyer upon delivery to a common carrier.
4. The shipment date projected is MESA's approximation of probable shipment date. Although MESA will use its best efforts to execute on-time shipments, the projected date shall not be deemed to represent a guaranteed shipment date.
5. Unless otherwise agreed to, the stated prices do not include qualification testing, test date, or the granting of any rights to Buyer for designs, drawings, or inventions.
6. Subject to certain exceptions and conditions, outlined below, MESA warrants that the goods sold to Buyer are free from defects in workmanship and materials for twelve (12) months after delivery to Buyer. If the goods should be proven defective within the applicable period, MESA agrees to, at its discretion, either (1) repair or replace the goods, or (2) refund the purchase price. MESA reserves the right to inspect any purportedly defective goods to ensure that the defect occurred during normal and proper use.
  - a. MESA makes no warranty whatsoever regarding components or accessories not manufactured by MESA. In the event of such a defect, MESA will reasonably assist Buyer in obtaining from the manufacturer whatever remedy is available through Manufacturer.
  - b. Any purportedly defective goods shall be, at MESA's option, returned to MESA at Buyer's expense. If the goods are found not to be defective, they will be returned to Buyer with transportation charges to be collected. If the goods are defective, MESA will reimburse Buyer for all transportation charges in addition to any available remedy described above.
  - c. MESA shall be released from all obligations under all warranties, express or implied, if any goods are repaired, modified, or otherwise altered except by MESA personnel, unless such alterations are made with the express written consent of MESA.
  - d. The above warranties are in lieu of all warranties of fitness and of merchantability. MESA shall have no liability for special or consequential damages of any kind or from any clause whatsoever arising out of the

manufacture, use, sale, handling, repair, maintenance, or replacement of any goods sold under a sales order.

7. **MESA shall not be liable for the cost of removal or reinstallation of goods or the cost of disassembly or reassembly of related equipment or for the loss of use of such equipment or for the loss of business goodwill or profits or for cost of inspection or storage or for any incidental or consequential damages of any nature that may arise from the sale of goods.**
8. Goods cannot be returned except by written consent of MESA. Unauthorized returns will be returned to Buyer at Buyer's expense. A service charge may apply to the authorized return of goods.
9. Claims for errors must be made within thirty (30) days of receipt of goods.
10. Clerical errors in a sales invoice are subject to correction by MESA.
11. If Buyer's financial status becomes impacted in such a way as to affect its payment for the goods, Buyer shall immediately notify MESA. Upon such notification, MESA reserves the right to (1) demand immediate payment; (2) suspend all further deliveries; (3) terminate the purchase agreement with written notice to Buyer; or (4) exercise any other legal right it may have.
12. Buyer's order may be cancelled, modified, or deferred only with MESA's written consent. Such consent may be conditioned upon reimbursement for all related losses.
13. If Buyer breaches these terms and conditions, it shall be liable for MESA's damages related to such breach, including loss of profits, reasonable attorney's fees, costs of collection, and interest. This provision does not limit MESA's other remedies under the law.
14. MESA's failure to insist upon strict performance of any terms or conditions contained herein shall not be deemed a waiver of any rights or remedies that MESA may have pursuant to these terms and conditions.
15. MESA shall not be liable for breach of these terms and conditions where such breach is due to a condition beyond its control, including but not limited to fire, flood, tornado, Act of God, strikes, wars, riots, Government regulation, interference of public authority, explosion, or failure of its suppliers to provide materials. MESA shall exercise reasonable diligence in adhering to the terms and conditions contained herein.
16. These terms and conditions may not be assigned to any other person or entity by Buyer without MESA's express written consent.