

TERMS

Net 30 Days. Minimum order \$75 net. Orders below minimum and broken cartons are subject to a \$25.00 handling fee.

1. ACCEPTANCE

If this writing differs in any way from the terms and conditions of Immediate Buyer's ("Buyer") order or if this writing is construed as an acceptance or as a confirmation acting as an acceptance, then Dormont's ("Seller") acceptance is EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO ANY TERMS AND CONDITIONS CONTAINED HEREIN THAT ARE DIFFERENT FROM OR ADDITIONAL TO THOSE CONTAINED IN BUYER'S WRITING. Further, this writing shall be deemed notice of objection to such terms and conditions of Buyer. If this writing is construed as the offer, acceptance hereof is EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. In any event, Buyer's acceptance of the goods shall manifest Buyer's assent to Seller's terms and conditions. No addition to or modification of these items will be effective unless set forth in writing and agreed to by Seller.

2. WARRANTIES AND REMEDIES

a. Warranty

Seller warrants to Buyer that it holds and will pass marketable title to the goods sold hereunder. If buyer is not the end user of the goods sold hereunder, Buyer agrees to provide to any immediate buyer ("Remote Purchaser") the Limited Warranty and Disclaimer to End-Use (Remote) Purchasers issued by Seller. This warranty excludes coverage for any product that is moved to a new location. Seller's products should never be reused.

b. Exclusions and Conditions

Seller's obligations with respect to the express warranties and remedies contained herein are conditioned on the following: (i) Buyer's return of the nonconforming goods, if authorized by Seller (excluding labor and freight); and (ii) be installed by individuals trained and certified as a professional with respect to such installations, and be installed, used, repaired and maintained by Buyer and Remote Purchaser in accordance with Dormont's warnings and instructions, National, State and Local codes or regulations (i.e. National Fuel Code (ANSI Z223.2/NFPA 54); International Fuel Gas Code; Uniform Plumbing Code), standards set by American National Standard Institute, Inc. (ANSI) and/or Canadian Standards Association (CSA) Standards.

3. DISCLAIMER OF IMPLIED WARRANTIES

SELLER GIVES NO WARRANTIES TO BUYER EXCEPT THOSE EXPRESSLY CONTAINED HEREIN. SELLER DISCLAIMS ALL OTHER WARRANTIES IMPLIED BY LAW, USAGE OF THE TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATIONS OF LIABILITY

The following limitations of Seller's liability are acknowledged by the parties to be fair and reasonable and shall apply to any act or omission hereunder, and to any breach of this contract of which these terms and conditions form a part:

a. Disclaimer of Damages

IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY.

Such damages include but are not limited to loss of profits, loss of use of the goods, damage to property, and claims of third parties.

b. Replacement of Fittings

Buyer acknowledges that if Buyer replaces the adapter fittings supplied by Seller with fittings produced by another manufacturer, then all of Seller's warranties to Buyer and to Remote Purchaser will be voided and Buyer will assume all liability for any damage, injury or loss suffered by Remote Purchaser arising out of this unauthorized modification.

c. Notice and Time of Claims

(i) Buyer agrees to inspect all products against shipping papers and for damage or shortage upon receipt of goods at destination; (ii) Every claim for loss, damage in transit, or other cause visible upon inspection shall be made with carrier. Claims for shortage must be made within five (5) days of receipt.

5. TERMS

Net 30 Days – minimum order of \$75. Interest on accounts overdue more than thirty (30) days will be charged at 2% per month or the highest rate permitted by law, whichever is lower. Orders below minimum and broken cartons are subject to a \$25.00 handling fee. Prices subject to change. Buyer shall be liable for any collection costs or attorneys' fees incurred as a result of Buyer's failure to pay its account on time.

6. SHIPPING TERMS

Prepaid and allowed on \$1250 net and over. Under \$1250 net, shipments shall be F.O.B. factory. Buyer is responsible for all freight charges. The above shall apply only to shipments within the continental United States of America unless otherwise indicated by Seller. The method of shipment and carrier shall be selected by Seller.

7. RETURNS

No returns are to be made to Seller without first obtaining a return authorization number. The return authorization number must be prominently displayed on the return packaging. Absolutely no returns will be accepted or credited without this prior approval. Returns are subject to 25% restocking charge plus any transportation charges incurred by Seller. Credits will be given only for items that are determined to be eligible for resale by Dormont Manufacturing.

8. TAXES

The Buyer will pay, or reimburse Seller if it pays, any and all taxes or tariffs or any other similar charges imposed upon this contract, the goods covered hereby or the delivery or use or resale thereof.

9. APPLICABLE LAW

All questions arising hereunder shall be interpreted and resolved in accordance with the Commercial Code of the Commonwealth of Pennsylvania without regard to its conflict of law provisions and excluding the United Nations Convention on the International Sale of Goods.

10. INDEMNIFICATION

Buyer agrees to indemnify, hold harmless, and defend Seller from and against all claims and lawsuits, including attorney's fees, to the extent that Buyer's negligent acts or omissions to act cause injury, damage or loss to customers of Seller's products.