

DALTOR PRICE SCHEDULE

TERMS AND CONDITIONS

TERMS OF PAYMENT

Net 30 days. Overdue balances will be subject to 1% per month finance charge.

TRANSPORTATION TERMS

Best way. F.O.B. shipping point.

Prepaid and charged: All orders under \$3,000 in the United States excluding Hawaii, Alaska and Puerto Rico.

Prepaid and allowed: All orders ~~under~~ over \$3,000 in the United States excluding Hawaii, Alaska and Puerto Rico.

Export: Prepaid and allowed to Eastern Port of Embarkation on all orders over \$3,000.

Notwithstanding any prepayment of freight, title to and risk of loss shall pass to the Buyer upon delivery of products to carrier at Daltor's factory. Material is accepted by carrier in good condition at Daltor's factory. Buyer is to obtain carrier's written admission of damage or shortage, if any, upon delivery or within legal time limit. Buyer is not entitled to deduct for damages or shortages from any payment due Daltor, but must file such claims with the carrier.

MINIMUM BILLING.

\$50.00

CANCELLATION CHARGE

30% of order on all standard equipment on released orders. 50% of order when options are added.

CHANGE ORDERS

30% cancellation charge will be charged for deletions on released orders.

RETURNED GOODS, FOR STANDARD PRODUCTION ITEMS

Daltor will not accept products for return unless prior written permission of Daltor has been obtained. Credits for products so returned are conditional upon inspection and acceptance and will be subject to a 30% restocking charge, for standard production items, only. Non-standard items may be accepted for return at a higher restocking charge. All products returned must be freight prepaid by the buyer.

PRICING

"Immediate release" orders will be invoiced at prices in effect on date order is received at the factory, unless otherwise covered by a specific, written quotation. "Hold for release" and deferred orders will be subject to negotiation at time of release.

- PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

CONDITION OF SALE

Any tax or other government charge, which may be imposed upon the production, sale, or shipment of goods shall be added to the prices and shall be paid by the Buyer.

Daltor will not be liable for delivery and/or inability to perform hereunder caused by a contingency beyond its control, including without limitation, strikes, riot, lockout, war, accident, fire, flood, disaster, inability to obtain materials essential to the manufacture of products covered hereby, or governmental or other limitations or restrictions on material, labor, manufacturing, delivery or shipping.

WARRANTY

Daltor warrants for a period of (6) months from date of shipment to the original purchaser that the product is free from defects in material and workmanship. Claims must be received within (30) days of warranty period.

LIMITATION OF LIABILITY

Daltor's liability shall be limited to repair or supply of a defective product and shall exclude any damage caused by accident, misuse or abuse of the product.

In no event shall Daltor be liable for any incidental or other damages for any alleged negligence, or breach of warranty, other than the limited liability set forth above.

STANDARD TERMS AND CONDITION OF SALE

No quotation, order or acknowledgement, and no provision of Daltor's Terms & Condition of Sale shall be subject to change in any respect except as agreed to in writing by an officer or other authorized representative of Daltor. No statement, representation or warranty not contained herein shall be binding on Daltor unless made in writing by a duly authorized representative of Daltor.