

Leonhardt Pipe & Supply, Inc.

Terms and Conditions of Sale

The terms and conditions set forth below are final and the only terms and conditions under which Leonhardt Pipe & Supply, Inc. ("LPS") agrees to make a sale to Buyer. Any additional, contradictory or otherwise inconsistent terms proposed by Buyer are not accepted by LPS. Buyer's submission of a purchase order to LPS constitutes Buyer's acceptance of these terms.

Warranty Disclaimer

Buyer acknowledges that all goods sold by LPS are acquired through third party manufacturers, and that any warranty for products is limited to that of the manufacturer. LPS makes no express or implied warranties regarding merchantability or fitness for a particular purpose, and hereby disclaims all such warranties. Buyer consents and agrees that all claims of Buyer with respect to the condition or performance of goods shall be made by Buyer directly to the manufacturer.

To the extent that LPS provides fabrication services directly to Buyer, LPS warrants only that such services are provided according to specifications provided to it by Buyer, and specifically disclaims any and all other warranties with regard to such services by LPS. Buyer acknowledges that Buyer is not relying on LPS in any way for design, engineering, fitness for a particular purpose, or the adequacy of the specifications provided by the Buyer to LPS with respect to the goods and services provided by LPS. Buyer shall defend, indemnify and hold harmless LPS against all product liability and product recall claims, and any other claims arising out of or as a result of the specifications that Buyer provided to LPS.

In no event will LPS be liable for any incidental, punitive, special, liquidated, or consequential damages arising directly or indirectly from the performance or use of goods sold to Buyer. Buyer shall defend, indemnify, and hold harmless LPS and its agents, owners, and employees from all claims, liabilities, and expenses, including but not limited to actual attorney fees for any claims caused by any action by Buyer related to the goods Buyer purchases from LPS.

Shipment/Delivery

LPS will make every effort to complete shipment as indicated, but assumes no responsibility or liability for losses or damages due to delay or inability to ship caused by acts of God, war, labor difficulties, accidents, delays of carriers or suppliers, inability to obtain materials, or any other causes beyond LPS control. No claims for shortages will be allowed unless made in writing within five (5) business days of shipment receipt. Claims for goods damaged or lost in transit should be made with the carrier.

Inspection/Acceptance/Return

Buyer may not return any goods, under warranty claim or otherwise, without first reporting to LPS the reasons for such return and first obtaining and then observing such reasonable instructions as LPS may give in authorizing any return. All returns must be accompanied by a valid LPS RMA (return material authorization). Returned material must be unused or not installed, in its original packaging, and of current design. Sprinkler heads must be in unopened original packaging. Any returned material not in this condition is subject to additional charges to cover inspection, handling, repackaging, refurbishment, or any other expenses incurred by LPS in accepting the material. LPS may deny credit on returned merchandise not meeting these requirements.

Returns of undamaged and resalable goods, if accepted, will be subject to a restocking charge of up to 25%, or up to that which is charged to LPS by the manufacturer. Account credit for goods returned to the manufacturer will be issued upon receipt of credit by LPS from manufacturer. Special order items cannot be returned. LPS reserves the right to charge Buyer for packaging, shipping, and/or handling of returned goods.

Special Order Items

Purchase orders which include special order items, must contain both the manufacturer's item number and a full description. Manufacturer's and supplier's terms and conditions may apply. Special items cannot be cancelled or returned unless agreed to in advance by the manufacturer of such items. Cancellation fees and payment for any materials used and labor expended in manufacturing the order will apply.

Price

LPS' goods and services are sold at the prices in effect on the date of the order, and are subject to change without notice.

Payment.

Unless otherwise provided in an invoice issued by LPS, payment terms are net 30 days from the date of invoice. Invoices not paid within 30 days shall have a service charge added to the amount due of one and one-half percent (1-1/2%) per month on the highest interest rate allowable by law.

Severability

If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance herefrom.

Governing Law

North Carolina law shall govern all transactions to which these standard terms and conditions apply. LPS and Buyer agree that any action arising out of the sale of goods or services in accordance with this document will be brought, heard and decided in Mecklenburg County, North Carolina. Buyer submits to personal jurisdiction in North Carolina.