

# GENERAL TERMS AND CONDITIONS

1. Examine this PURCHASE ORDER carefully. Seller agrees to furnish only Products named herein. This PURCHASE ORDER is based upon the following conditions and is subject to the following terms.
2. Submittal drawings prepared by Seller and approved by Buyer shall be deemed the correct interpretation of the work to be performed even when not consistent with the plans and specifications. Any additional orders or extras for work or materials will be subject to all terms and conditions of this PURCHASE ORDER.
3. Discrepancies of manufacture must be reported to the Seller before any corrective measures are taken in field, otherwise charges for corrections will not be honored.
4. Seller will not commence fabrication of any materials required hereunder until:
  - ( a ) All complete contracts, plans, drawings and specifications have been delivered to Seller;
  - ( b ) All drawings submitted by Seller have been finally approved by all authorities whose approval is required;
  - ( c ) Seller has received all necessary information from other trades when they affect or are related to our work or products (i.e., complete hardware schedule, hardware templates, etc.);
  - ( d ) After completion of ( a ), ( b ) and ( c ), Seller shall have received a reasonable notice to commence fabrication of such materials; and
  - ( e ) All credits or debits for changes in quantity or design of material furnished shall have been accepted in writing by Buyer.
5. This PURCHASE ORDER is subject to Seller's ability to procure material to manufacture. Seller shall not be liable for delay or any inability to perform as a result of labor disputes, fires, accidents, government intervention, acts of God or any other cause beyond Seller's control.
6. Specified shipping dates are based upon Seller's estimates, are approximations only and cannot be guaranteed. Seller shall have no responsibility or liability for damages that may be incurred due to delay in shipment of Products.
7. Unless otherwise stated herein, all Products are F.O.B. San Antonio, Texas. All freight and shipping charges shall be paid by Buyer. Seller reserves the right to select the method of shipment. No claim for shortage, damaged or defective Products will be considered unless made in writing to Seller within 10 days of delivery. If Products are defective or damaged by Seller, Seller may either replace said Products or return a portion of the total contract price, but Seller shall not be responsible for special or consequential damages. Products accepted and used shall be deemed to have been accepted in good condition and in compliance with this PURCHASE ORDER.
8. All painted Products shall be carefully inspected at Seller's factory prior to shipment. Seller assumes no responsibility for and damage to the finish of painted materials after they leave Seller's factory. For Buyer's protection it is suggested that all materials be stored in a dry area and protected from the weather or job site conditions.
9. Seller is not responsible for any use to which the Products are or may not be put, or the affect of the environment on such Products. Seller makes no representations or warranties that the Products, when put to any such use, will comply with governmental regulations or can be safely used or operated.
10. Seller warrants that its Products shall be free from defects in material and workmanship for a period of one year from the date of purchase. However, this is a LIMITED WARRANTY. Should Buyer desire to return any Products under this Limited Warranty, Buyer shall ship such Products, at its expense, to the Seller's Home Office in San Antonio, Bexar Country, Texas. If, in the Seller's judgment, any defect is caused by faulty material or workmanship, repairs or replacement shall be made, or at Seller's option, the purchase price shall be returned.
11. This Limited Warranty shall not apply to any Products which may have been repaired or altered in any way so as, in the Seller's Judgment, to affect their stability, reliability, or the use for which said Products were manufactured, as communicated to Seller. This Limited Warranty will not apply to any Products which have been subjected to any misuse, accident, or other damage including improper installation.
12. Other than the Limited Warranty specifically set out herein, SELLER MAKES NO FURTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONTRACT OR IN TORT, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE NOT SPECIFICALLY SET OUT HEREIN.
13. Buyer agrees that title to the Products shall remain with Seller until the total contract price has been paid in full. In the event that Buyer fails to pay the total contract price in full, Seller, in addition to all other remedies provided by law, may enter upon the premises where the Products are located by any lawful manner and may take the same. Seller shall have the right to resell any Product so taken.
14. Unless paid for in advance, Seller may elect to suspend fabrication or decline shipment of materials or Products should there arise in Seller's opinion a doubt as to Buyer's financial responsibility. Should such a doubt arise, Seller may elect to cancel any unfilled portion of this contract and all costs and damages together with any unpaid balances otherwise due, shall immediately become due and payable to Seller by Buyer.
15. PURCHASE ORDERS cannot be cancelled or delayed except with Seller's written consent and upon terms that will indemnify Seller against loss. Where a PURCHASE ORDER is cancelled before manufacture, a charge equal to 10% of the total contract price will be due. Where the PURCHASE ORDER is completely or partially cancelled after Seller has started manufacture, Buyer agrees to pay the total contract price less Seller's cost of manufacturing the remaining part of the Purchase Order. Such total contract price shall include the cost of all materials and equipment purchased by Seller in connection with the PURCHASE ORDER.
16. This PURCHASE ORDER, including those terms and conditions set forth herein, shall constitute the sole agreement between the Buyer and Seller. Any changes with Buyer's request shall be authorized only in writing signed by Seller. This PURCHASE ORDER shall be binding upon and inure to the benefit of the respective parties, their successors, representatives, and assigns.
17. In the event it becomes necessary for a lawsuit to be filed to enforce any of the terms and provision of this PURCHASE ORDER, venue shall be in San Antonio, Bexar County, Texas. The Prevailing Party shall be entitled to recover reasonable attorney's fees and court costs incurred in such suit in addition to all remedies or damages.