



TERMS AND CONDITIONS OF SALE

1. Title to the goods shall remain with the Seller until Buyer takes physical possession of the goods. Seller retains a security agreement in the goods until payment in full and has all of the rights of a secured party under the California Uniform Commercial Code.
2. Unless otherwise specified by Seller in writing, payment is due within 30 days of the invoice date. The balance due on any account that is more than 30 days past due shall bear interest at the rate of 18% per annum.
3. Seller expressly warrants the materials and workmanship for one year from notification to buyer that the goods are complete and ready for buyer. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.
4. The goods described in this contract are sold on a sale on approval basis. Buyer shall have 90 days upon delivery within which to examine and test the goods and to notify Seller in writing of Buyer's acceptance or rejection of the goods. If no notice is given to Seller within that time period, Buyer shall be deemed to have accepted the goods and shall have waived any claim that the goods are defective or nonconforming.
5. Buyer agrees to indemnify, defend, and hold Seller harmless from all claims, expenses, attorney's fees, liabilities, and expenses of any nature arising out of or related to claims concerning or related to the end product into which the goods have been installed.
6. Buyer and Seller shall have all remedies afforded each by the Uniform Commercial Code.
7. The risk of loss of the goods shall pass on the day Seller sends Buyer notification that they are ready for delivery.
8. This writing is intended by Seller and Buyer as a final expression of their agreement concerning the matters contained herein, and is also intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between Seller and Buyer and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code shall control.
9. No agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, representation, or warranty concerning the goods sold under this contract, and unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included within this written contract, it has not constituted a part of the basis of this bargain and shall not in any way be enforceable.
10. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
11. Any action alleging a breach of this contract by Seller must be commenced within one year after the cause of action has accrued. Claims filed later shall be barred.
12. Buyer agrees that this sale has taken place in the State of California and Buyer hereby submits to the jurisdiction of the courts of the State of California. The exclusive venue for any legal action arising out of this transaction shall be El Dorado County, California, except that if the case is filed in federal court, it shall be filed in Sacramento, California. In any such legal action, the prevailing party shall be entitled to recover reasonable attorney's fees, in addition to such other relief that the court may order.