

I. TIME OF DELIVERY

Every effort will be made to ship your orders as scheduled, however, we are not responsible for any damages for failure to do so. If you need a specific date, please inquire availability by opening a Parts Ticket via our website.

II. PAYMENT CONDITIONS

ALTEC will impose a late payment charge of 1 1/2% per month (18% annual rate) for all delinquent payments received after 30 days from invoice date.

INDIVIDUAL RESPONSIBILITY AND GUARANTEE: Any person ordering on behalf of a purchaser which is a corporation, limited partnership, or other limited liability company, by placing the order, also agrees to be personally responsible for the obligations of Purchaser and agrees to the terms for enforcement of the obligations.

III. TITLE

Passing of risk of loss to parts shall be FCA point of manufacture (Incoterms 2000) even if carriage and insurance may be prepaid or allowed to destination by ALTEC in some instances. Title to the part shall pass to Purchaser upon full payment of the invoice. In all cases, ALTEC shall retain a security interest in the goods until the full price has been paid and all other financial obligations under the order have been satisfied. The security interest shall be as full in all respects as if title still rested with ALTEC or the manufacturer.

Purchaser grants ALTEC a security interest in all goods sold to Purchaser by ALTEC (and in all proceeds or products thereof), to secure the obligations of Purchaser under this agreement. Purchaser gives ALTEC authority to sign Purchaser's name on any UCC financing statements deemed necessary by ALTEC for purposes of perfecting such security interest, provided Purchaser is provided timely notice of any filing. In the alternative, ALTEC may file a copy of this sale agreement as a financing statement.

IV. STORAGE

Parts on which manufacture or delivery is delayed due to any cause within Purchaser's control or due to strikes, accidents or any other cause beyond ALTEC's control, may be placed in storage by ALTEC for Purchaser's account and risk, and all expenses in connection therewith shall be paid in full by Purchaser upon receipt of ALTEC invoices. Storage may be at least \$.05 per foot, per day.

V. WARRANTIES AND LIMITATIONS OF LIABILITY

ALTEC will extend the manufacturer's warranty on parts purchased from ALTEC. However, at a minimum, ALTEC warrants that any parts installed within 60 days or 350 hours (whichever comes first) from placement with the carrier at point of manufacture, is proven to ALTEC's satisfaction to have been significantly defective in design, workmanship or materials, or not in accordance with the specifications of its quotation at the time of such placement for shipping will be replaced with new or previously used parts free of charge FCA point of manufacture, provided notice in writing has been received by ALTEC immediately after such alleged defect or failure to conform has been discovered. Any such replaced part shall become ALTEC's property. Any defective part returned to ALTEC must be received by ALTEC within thirty (30) days of shipment date of the replacement part. Each defective part returned must have a return authorization number issued by ALTEC. ALTEC shall bear the cost of shipping of defective parts. Any defective part returned to ALTEC shall be shipped by the Purchaser, FCA Purchaser's premises. The Purchaser shall cooperate with ALTEC in employing a carrier nominated by ALTEC, and in checking to see if ALTEC wants the goods insured for shipment. This warranty extends only to the original purchaser and the warranty period on each replacement part shall be limited to the unexpired portion of the original warranty period on the part replaced. ALTEC shall have no obligation or liability for a part which has been improperly stored, handled, installed, operated, maintained, subjected to abnormal conditions of temperature, moisture, abrasion or corrosion or which has been altered/repared by others without the written approval/consent of ALTEC. Correction of nonconformities in the manner provided above shall constitute the entire liability of ALTEC with respect to such part. This warranty does not cover consumable items, such as belts, gaskets, hoses, seals, etc.

ALTEC shall not be liable for an injury in any manner or to any extent due to delays caused by strikes, accidents, lockouts, casualties, delays of carriers or any other event beyond ALTEC's commercially reasonable and practicable control.

THERE ARE NO WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR USE, FITNESS FOR PARTICULAR PURPOSE, PERFORMANCE, CONFORMANCE TO ALTEC QUOTATION SPECIFICATIONS, OR OF ANY OTHER NATURE WHATSOEVER IN FACT OR IN LAW. ALTEC shall not be liable for and Purchaser assumes the responsibility for all personal injury and property damage to itself or to any third parties resulting from installation, possession or use of the parts as supplied by ALTEC. Purchaser shall have no remedy against ALTEC in connection with or arising out of the services or parts furnished by ALTEC. ALTEC will not be liable for consequential or incidental damages including, but not limited to, costs in excess of estimated costs, loss of interest, earning profit, use or business interruption or any other special, indirect, incidental or consequential damages or any kind, howsoever caused and whether due to breach of contract, tort including negligence, strict or product liability, or otherwise. Purchaser expressly releases ALTEC, its affiliates and their directors, officers and employees as well as its suppliers from claim or demand for any such damage or expense.

VI. RESERVATIONS

If ALTEC or its manufacturer has difficulty in obtaining any of the parts or in obtaining satisfactory delivery from its vendors, it reserves the right to make any such modification or substitution as it may find necessary. Any such parts would, in ALTEC's judgment, at least be equivalent to the parts originally specified.

VII. TAXES

Applicable sales, use or other retail excise taxes payable under any applicable law or laws by reason of the sale and delivery of parts to the Purchaser, by ALTEC or by suppliers on its behalf, are not included in the prices quoted and charged under this contract. As ALTEC is not registered under the sales or use tax laws of any jurisdictions other than those of the States of South Carolina, it is understood that the Purchaser will either pay whatever sales or use tax may be applicable or will reimburse ALTEC or its suppliers for any of the foregoing taxes it or its suppliers may be called upon to collect or pay.

VIII. ACCEPTANCE, MODIFICATION, GOVERNING LAW, AND ENFORCEMENT

All unpaid obligations of Purchaser under this agreement may be added to invoices of ALTEC.

Purchaser agrees to pay in full the amount that is submitted on each invoice provided by ALTEC.

Payment is required in a timely manner as specified in the "Terms" section of the invoice. Unless the invoice indicates otherwise, payment is due upon receipt, with a ten day grace period.

If Purchaser disputes any item on an invoice, then Purchaser has 15 days to dispute the item in writing. Otherwise, ALTEC has the right to rely on the account as stated.

If payment is not received within the specified amount of time on the invoice, then a finance charge of 18% per annum will be assessed from the due date of the invoice compounded on a monthly basis.

The law of the State of South Carolina, not including the South Carolina choice of law rules, shall govern the interpretation and enforcement of this agreement. ALTEC may require that any action arising from this agreement be brought solely in Richland County, South Carolina, and at ALTEC's option, ALTEC may require any dispute to be resolved by binding arbitration in accordance with the South Carolina Circuit Court Rules for Arbitration or like rules then in effect. In any action or arbitration, ALTEC shall recover its reasonable expenses and costs, including any fees of collection agencies, attorney's fees, or other reasonable costs incurred prior to or after action or award.