

Madico Window Films, Inc.

STANDARD TERMS AND CONDITIONS

* **TAXES.** Federal excise, state or local taxes, if any, will be added to the net catalog or quoted prices and will be shown as a separate item upon invoices and shall be borne by the customer. You are responsible to the state in which you are located for the direct payment of sales tax or use tax if applicable.

* **STANDING ORDERS.** Advanced notice of at least thirty (30) days must be given to Seller regarding any change in quantity, color or specifications in the case of advance orders and only then can the efforts be made to change accordingly.

* **CANCELLATION.** Madico Window Films, Inc. (MWF) will try to stop progress of the work on any cancellation promptly, but any cancellation or accepted orders can be made only with the written consent of MWF and upon such terms as will satisfy all costs incurred and its proportionate profit on work done.

* **SHIPMENTS.** All shipments are made F.O.B. Seller's plant (unless otherwise specified). Freight will be designated by Seller as prepaid, invoiced or collect. The costs of boxing and packing for domestic shipment are included in the price. When special domestic or export packing is specified involving more work and material than customarily required, a change may be made to cover the extra expenses incurred. The method of shipment is as shown on the face of this order. Unless otherwise specified, we will normally use the best, least expensive surface transportation. We assume no responsibility for delay, breakage, or damage after having made delivery in good order to the carrier. All claims for breakage and damage should be made to the carrier, but we will be glad to render all possible assistance in securing satisfaction of all claims.

* **RISK OF LOSS.** Buyer assumes risk of loss or damages upon Seller's delivery of the material to the carrier. If any material is lost, stolen or destroyed, Buyer shall immediately notify MWF. This shall in no way alter or diminish Buyer's liability to make full payment to Seller, pursuant to the terms and conditions of this contract, for the entire amount of material delivered by Seller to the carrier for transportation to Buyer.

* **CLAIMS AND REJECTED MATERIAL.** Only those claims conveyed in writing to Seller within one hundred twenty-one (120) days after shipment will be considered. No material may be returned to Seller except with its prior permission in writing. The conditions for such return will be contained in Seller's written return goods authorization.

* **WARRANTIES.** This sale is subject to the provisions, restrictions, and remedies stated in MWF's Limited Warranty, a copy of which is available upon request. Buyer assumes all risk and liability for results obtained by the use of the product or products either alone or in combination with other products.

* **SELLER'S LIABILITY.** Liability for loss or damage due to the use of Seller's product is limited to Seller's invoiced price of any such product, unless otherwise stated in writing.

* **OVERRUNS AND UNDERRUNS.** Overruns and Underruns of 10% shall constitute fulfillment of all others.

* **ENTIRE AGREEMENT.** These terms and conditions of sale are complete. No one in MWF is authorized to amend them by verbal agreement. For your protection, demand that any amendment hereto be in writing by a duly authorized employee or officer of Seller.

* **INTERPRETATION OF CONTRACT/VENUE.** The contract arising out of Seller accepting Buyer's purchase order shall be construed according to the laws of the State of Florida. Exclusive venue for any action arising hereunder shall lie in Pinellas County, Florida.