

Allied Industrial Supply Terms and Conditions of Sale

Sales

Products are sold to customers with proper business identification (herein denoted as "Customer" and/or "Customers") for commercial use and/or resale. Proper business identification is required prior to, or at, the time of purchase.

Possession of, or access to, any portion of Allied Industrial Supply's documents and/or databases, as described herein, does not constitute a right to purchase its products.

Pricing

Pricing is subject to change and/or correction without prior notice, unless otherwise specified, and is exclusive of freight, handling fees, taxes, and/or other charges. Prior to placing an order, Customer should contact Allied Industrial Supply for current pricing.

Order Acceptance

No order shall be deemed accepted unless and until it is acknowledged by Allied Industrial Supply. Acceptance shall be acknowledged, in writing, by Allied Industrial Supply within 48 hours upon receipt. Once accepted, orders may not be modified, cancelled and/or revoked. Allied Industrial Supply reserves the right, in its sole discretion, to accept and/or reject any order for any reason.

Allied Industrial Supply's acceptance of any order is subject to Customer's assent to all of the terms and conditions set forth herein. Customer's assent to these terms and conditions shall be presumed from Customer's receipt of Allied Industrial Supply's acknowledgment, or from customer's acceptance of all or any part of the products ordered. No additions or modifications of Allied Industrial Supply's terms and conditions by customer shall be binding upon Allied Industrial Supply, unless agreed to in writing by Allied Industrial Supply. If a purchase order or other correspondence submitted by the Customer contains terms or conditions contrary to or in addition to the terms and conditions contained herein, Allied Industrial Supply's fulfillment of any such purchase order shall not be construed as assent to any of the terms and conditions proposed by the Customer and will not constitute a waiver by Allied Industrial Supply of any of the terms and conditions contained herein.

Sales Tax

Customer is responsible for payment of all applicable state and local taxes, or for providing a valid exemption certificate. When placing an order, customer shall indicate which products, if any, are taxable and/or tax-exempt.

Shipping Policy

Unless otherwise stated, shipping terms are F.O.B Customer Destination, "Pre-Pay and Add" or Freight Collect. Shipment routing is at the sole discretion of Allied Industrial Supply, unless otherwise specified by the Customer at the time of the order.

Special terms and conditions, as well as freight pre-paid levels, may be offered to Customers at the sole discretion of Allied Industrial Supply.

Shortages and Damages

All shortages and/or damages must be noted on the original freight bill of the carrier, filed against the carrier and reported to Allied Industrial Supply within two (2) days of receipt. *Any shortages and/or damages not noted on the original freight bill will be denied credit.*

Returns

All sales are final. Return requests must be made within two (2) days of item receipt. If approved, Customer shall return items, freight pre-paid, to Allied Industrial Supply. Items must be in saleable condition, the sole determination of which shall be made by Allied Industrial Supply, or items will be returned to the Customer and credit denied. If accepted for return, all returns are subject to a restocking fee of twenty percent (20%).

Products created to a Customer's specifications are "Final Sales" only; no cancellations returns, refunds or exchanges are allowed. Allied Industrial Supply assumes no responsibility for verifying or confirming the accuracy of any specifications provided to it by Customer.

Payment and Credit Terms

Allied Industrial Supply accepts cash, checks, Visa, MasterCard and American Express. For Customers with established credit, payment terms are net thirty (30) days from the date of shipment or pick-up. Anticipation discounts are not offered. Any deviations from this policy must be agreed to, in writing, by Allied Industrial Supply.

Any and all credit extended by Allied Industrial Supply to Customer and the limits of such credit is granted at the sole discretion of Allied Industrial Supply and may be increased, reduced or revoked by Allied Industrial Supply at any time and for any reason.

Allied Industrial Supply shall have the right of set-off and deduction for any sums owed by Customer to Allied Industrial Supply. Allied Industrial Supply reserves the right to charge a convenience fee for late payments in addition to a late payment fee at the rate of one and one-half percent (1-1/2%) of the amount due for each month or portion thereof that the amount due remains unpaid, or any other amount, as may be permitted under applicable law.

If Customer fails to comply with Allied Industrial Supply's credit terms and/or supply adequate assurance of full performance to Allied Industrial Supply within a reasonable time after requested by Allied Industrial Supply, as specified in Allied Industrial Supply's request, Allied Industrial Supply may: (i) recall, defer and/or cease shipment until payment is made; (ii) require cash in advance, (iii) demand immediate payment of all amounts then owed; (iv) pursue collection action (including without limitation, attorneys' fees and any and all other associated costs of collection); and/or, (v) cancel all or any part of an unshipped order.

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Customer agrees to assume responsibility for, and Customer hereby unconditionally guarantees payment of, as provided herein, all purchases made by Customer, its subsidiaries and affiliates. Each of Customer's subsidiaries and affiliates purchasing from Allied Industrial Supply will be jointly and severally liable for purchases with Customer, and Customer is also acting as agent for such subsidiaries and affiliates.

Security Interest

Customer hereby grants to Allied Industrial Supply a first priority purchase money security interest and/or chattel mortgage in the products and any accounts receivable or cash from resale thereof until full payment is made to Allied Industrial Supply. Customer agrees to file, or permit Allied Industrial Supply to file, any financing statements or other appropriate documents with its governmental authorities to perfect the validity, priority, and enforceability of Allied Industrial Supply's lien or security interest.

Credit Balance

Customer agrees that any credit balance issued by Allied Industrial Supply will be applied to customer's account within one (1) year of its issuance. If Customer has not requested the credit balance within one (1) year, any remaining credit balance will be cancelled and Allied Industrial Supply shall have no further liability.

Warranty Policy

All products sold are warranted by Allied Industrial Supply only for Customers who have purchased the product from Allied Industrial Supply within the time frame specified by the manufacturer's standard policy.

Customer is aware that the manufacturer, not Allied Industrial Supply, retains sole responsibility and exclusive authority for warranting its product. Allied Industrial Supply has no control or influence over their decision and/or action. This also applies to products procured from a source other than its original manufacturer and/or manufactured to a Customer's specifications.

Before a warranty claim can be processed, customer shall contact Allied Industrial Supply and provide the date, original invoice number, part number and a description of the defect resulting in said claim. Proof of purchase is required.

Irrespective of the manufacturer's policy, Allied Industrial Supply retains the right, in its sole discretion, to levy either a convenience and/or freight charge as compensation for services provided. Such fee, if charged, shall be disclosed to the Customer at the time a warranty claim is presented to Allied Industrial Supply and the Customer shall pay such charge directly to Allied Industrial Supply upon adjudication of the claim by the manufacturer. The manufacturer's decision shall be the Customer's sole and exclusive remedy.

Product Information, Compliance and Suitability

Product and technical information furnished by and/or contained within the databases of Allied Industrial Supply is solely for illustrative purposes. Allied Industrial Supply

reserves the right to correct errors within its database as well as any documents arising from it, including, but not limited to, information/technical data sheets, drawings, quotes, orders, packing lists, pick tickets, invoices, returns and website. Possession of, or access to, any portion of Allied Industrial Supply's database does not constitute a right to purchase products.

Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of products for particular purposes. Certain products may not be available for sale in all areas. Allied Industrial Supply does not guarantee compliance or suitability of the products it sells with any laws, codes or regulations, nor does Allied Industrial Supply accept responsibility for construction, installation and/or use of products. Customer shall have the sole responsibility to review the product application and ensure compliance with all applicable laws, codes and regulations for each relevant jurisdiction for the construction, installation, and/or use of products.

With respect to products classified by the Occupational Safety and Health Administration and/or the State of California under Proposition 65 as a Hazardous Substance, identifiable warnings ("Warnings") on the material safety data sheets provided with such products are prepared and provided by their respective manufacturers. Such information is provided to Customers upon request. Allied Industrial Supply makes no warranties and expressly disclaims all liability to Customers with respect to the accuracy of the information or the suitability of the recommendations in any Warnings. Customer retains the sole responsibility for reading and understanding all Warnings and any reliance on or use of this information in both the use and/or application of the product.

General Terms

1. Limitation of liability

Allied Industrial Supply expressly disclaims any liability for consequential, incidental, special, exemplary or punitive damages. Allied Industrial Supply's liability in all circumstances is limited to and shall not exceed the amount paid for the product that gives rise to any liability.

2. Intellectual Property

Customer shall have no right, title, or interest in the trade names, trademarks, trade dress, copyrights, patents, domain names, product names, catalogs or any other intellectual property rights reserved by Allied Industrial Supply, or any trademarks or service marks owned by suppliers to Allied Industrial Supply. All materials contained within the databases of Allied Industrial Supply are subject to the ownership rights of Allied Industrial Supply and its suppliers. Customer shall have no right to copy or use any of the intellectual property of Allied Industrial Supply or its suppliers without Allied Industrial Supply's written permission.

3. Performance of Services

In conjunction with Customer's purchase, Allied Industrial Supply may perform certain services on Customer premises

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such as, among others, delivering, ordering, performing inventory management, or putting-away product (collectively, the "Services"). Customer will hold harmless and indemnify Allied Industrial Supply, its officers, directors, employees, agents, subcontractors or representatives from and against any and all claims, including bodily injury, death, or damage to personal property, and all other losses, liabilities, obligations, demands, actions and expenses, whether direct or indirect, known or unknown, absolute or contingent, incurred by Allied Industrial Supply related to the performance of Services for customer (including without limitation, settlement costs, attorneys' fees, and any and all other expenses for defending any actions or threatened actions) arising out of, in whole or in part, any act or omission of Customer, its employees, agents, subcontractors or representatives.

4. Independent Contractors

Allied Industrial Supply and Customer are independent contractors, not principal and agent. Nothing contained in these terms and conditions shall be construed to create a partnership, dealership, reseller, agency, employment or joint venture relationship. Customer will not have the right to bind or otherwise obligate Allied Industrial Supply in any manner, nor will Customer represent that it has the right to do so.

5. Force Majeure

Allied Industrial Supply shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of Allied Industrial Supply in the conduct of its business.

6. Assignment

Customer shall not assign any order, or any interest therein, without the prior written consent of Allied Industrial Supply. Any actual or attempted assignment without Allied Industrial Supply's prior written consent shall entitle Allied Industrial Supply to cancel such order upon notice to Customer.

7. No Third Party Benefit

The provisions stated herein are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto.

8. Waiver, Choice of Law and Venue

The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent non-performance of any such term or condition by the other party. All transactions shall be governed by the laws of the State of Oklahoma, excluding its conflict of law rules, and venue shall be either the local and/or state courts in Tulsa

County, Oklahoma and/or federal courts with jurisdiction over Tulsa County, Oklahoma.

9. Severability

If any portion of these terms and conditions is found to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable term shall be severed from these terms and conditions, and the remaining terms and conditions shall be valid and fully enforceable as written.

10. Complete Agreement

The terms and conditions specified herein constitute the entire and exclusive agreement between The Customer and Allied Industrial Supply, unless amended, by either party, in writing.

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