



## TERMS AND CONDITIONS OF SALE

1. **AGREEMENT.** This Terms and Conditions of Sale supersedes any and all previous Terms and Conditions of Sale, and is effective as of January 1, 2013, and constitutes the entire agreement between the parties with respect to the subject matter hereof and all prior discussions and agreements are merged herein, and the terms hereof cannot be modified except by a written instrument.
2. **ACKNOWLEDGEMENT AND ACCEPTANCE OF AGREEMENT TERMS.** The acceptance of the Terms and Conditions of Sale contained herein is an essential prerequisite to any contract of sale made by Harrison. Any offer or acceptance by Harrison is made subject to the terms and conditions contained herein and no additional or different terms offered by Buyer shall become a part of the Agreement of Sale between Harrison and Buyer unless such terms have been expressly approved in writing by an authorized agent of Harrison. If this document is an offer, acceptance of this offer is expressly limited to the terms hereof, and Harrison reserves the right to withdraw this offer at any time before acceptance by Buyer. If this document has been issued by Harrison in response to a written offer made by Buyer, Harrison's acceptance of Buyer's offer is expressly conditioned on Buyer's assent to the additional or different terms contained herein. If these terms and conditions are not acceptable, Buyer shall notify Harrison in writing at once. Buyer's action in (a) accepting any goods manufactured and delivered hereunder, or (b) receiving this document without disaffirmance within three (3) business days of receipt shall constitute an unqualified acceptance by Buyer of the Terms and Conditions contained herein.
3. **PRICE AND PAYMENT TERMS.** All prices do not include local, state or federal taxes. Taxes are for the account of the Buyer. Payment of shipping costs will be in accordance with the provisions on the face hereof. Unless otherwise specified on the face of Buyer's invoice, payment terms shall be net thirty (30) days. All orders are subject to credit approval. Buyer agrees that if any invoice or part thereof is not paid when due, a finance charge in the amount of 1-1/2% per month (but not exceeding the maximum interest rate permitted by law) may be imposed by Harrison on all amounts past due. If Harrison is required to institute legal proceedings or assign the collection to a collection agency for collection of any invoiced or part thereof Buyer shall be liable for all collection costs including legal fees incurred.
4. **CANCELLATION.** Cancellation of order or portions thereof will not be accepted after material has been purchased or production has been started and will subject Buyer to special, direct, indirect and consequential damages.
5. **DELIVERY.** All delivery terms and dates are subject to production availability and schedules, lead times and transportation. Harrison shall not be responsible for handling, storage, demurrage or any other transportation or accessorial service on orders, and Buyer bears all risk of loss after shipment by Harrison.
6. **VARIANCES AND TOLERANCES.** Unless otherwise specified by Buyer in writing on front of these Terms and Conditions of Sale, all goods will be subject to variances and tolerances consistent with usual trade practices regarding dimensions, straightness, section, composition and mechanical properties and normal variations in surface and internal conditions and quality

and will also be subject to deviations from tolerances and variations consistent with practical testing and inspection methods.

7. **LIMITED WARRANTY.** Harrison warrants its product free of defects in material and workmanship under normal use in service for the purpose for which the product was manufactured for a period of one (1) year from the date the product was shipped from Harrison to the first purchaser. Harrison will at its option, repair or replace without charge any defective item covered by this warranty. This WARRANTY EXTENDS ONLY TO THE FIRST PURCHASER of Harrison's product and does not extend to a consumer who purchases Harrison's product from a dealer, distributor or otherwise. ALL OF HARRISON'S WARRANTIES OF THE PRODUCT ARE EXPRESSLY SET FORTH HEREIN AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED IN FACT OR BY LAW.

THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, HARRISON SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES RESULTING FROM THE DELIVERY, USE OR FAILURE OF THE PRODUCT (INCLUDING LOSS OF ANY MATERIALS STORED IN PRODUCT), OR FROM ANY OTHER CAUSE WHATSOEVER. BY ACCEPTING DELIVERY OF THE PRODUCT SOLD HEREUNDER, THE BUYER ACCEPTS THIS LIMITATION OF REMEDIES AS REASONABLE AND ENFORCEABLE. IN NO EVENT SHALL HARRISON'S LIABILITY EXCEED THE PURCHASE PRICE FOR THE PRODUCT.

This warranty does not cover damage caused by misuse or negligence of Buyer and does not cover or apply to any product, accessory, part or attachment which is manufactured by someone other than Harrison.

If Buyer believes that any part of Harrison's product is defective, Buyer must give written notice to Harrison before the expiration of the initial warranty period, giving details as to date and place of purchase, serial number and alleged defect. Harrison will then give written instructions to Buyer regarding the manner in which the defective item is to be repaired or replaced. Buyer may be requested to return the item at Buyer's expense, but no return should be made until Buyer has received written instructions from Harrison. Harrison will then perform under this warrant within ninety (90) days after the defective item is returned to Harrison.

THE ABOVE EXPRESS WARRANTY IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THIS PRODUCT. ALL WARRANTIES ARE LIMITED IN DURATION TO A PERIOD OF ONE (1) YEAR FROM THE DATE THIS PRODUCT WAS SHIPPED FROM HARRISON.

8. **DELAY.** Harrison will not be responsible for any delay in performance due to acts of God, war, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, plant conditions, strikes, differences with workmen, delays in transportation, shortage of cars, fuel, labor or materials, or any cause beyond the reasonable control of Harrison.
9. **FILINGS.** Buyer upon request of Harrison will execute any documents necessary, including UCC statements to evidence Buyer's indebtedness to Harrison.
10. **INDEMNIFICATION.** Buyer shall defend and indemnify Harrison, its employees and agents against any and all claims, liabilities, losses, damages, and expenses (including attorney's fees) which Harrison may suffer or sustain or be in any way subject to arising out of performance of this contract by Buyer, its agents, employees or subcontractors.
11. **CHANGES.** Harrison shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of deliveries, and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the

performance, equitable adjustments shall be made and this contract shall be modified in writing accordingly. Buyer agrees to accept any such changes subject to this paragraph.

12. **JURISDICTION AND VENUE.** The validity, performance, and interpretation of this Agreement shall be governed by the laws of the State of California and of the United States. The parties agree that any controversy arising under this Agreement shall be determined by the federal or state courts situated in the State of California, and both parties hereby submit and consent to the jurisdiction and venue of said courts.
13. **TERMINATION.** Harrison may terminate order or any part hereof for any or no reason without liability to Buyer, and for cause in the event of any default by Buyer or if Buyer fails to provide Harrison, upon request, with reasonable assurance of future performance. In the event of termination for cause Buyer shall be liable to Harrison for any and all damages sustained directly or indirectly by reason of Buyer default.
14. **CONFIDENTIALITY.** Buyer shall consider all specifications, drawings, prototype articles and information furnished by Harrison in connection with this order to be confidential and Buyer shall not disclose any such information to any other person or use such information itself for any purpose other than performing this contract, unless Buyer obtains Harrison's written permission to do so.
15. **REMEDIES.** If Buyer breaches any of the terms hereof or otherwise fails to perform as specified herein, Buyer will be in default and will be liable to Harrison for all damages incurred by Harrison, directly or indirectly as a result of the default. Harrison's remedy for damages is in addition to any other remedy which may be available to Harrison, and such remedies shall be cumulative and unlimited. Harrison's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or a waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.