Guardian

Terms and Conditions of Sale

GENERAL. This price list supersedes all prior price lists or quotations for like merchandise. The prices shown herein are not intended to represent actual resale prices in any particular market. No obligation is assumed by Guardian Equipment Inc. (the Company) to sell the goods listed herein or in its catalog to any person, at any price. All orders are subject to credit approval and acceptance by the Company at its home office in Chicago, Illinois.

PRICES, TAXES AND MINIMUM CHARGE. Prices are subject to change without notice and all orders are accepted at the prices prevailing at time of shipment. All prices listed herein will be increased by any tax imposed by any governmental body. All orders for goods with a total invoice price of less than $25.00 net will be billed at $25.00.

DELIVERY. The Company's responsibility ceases upon delivery of the material in good order to the carrier. Delivery to the carrier shall constitute delivery to the Buyer.

The Company is not responsible for delays in deliveries which are due to unavailability of raw materials, fire, flood, accident, strike, embargo, war, labor stoppage, inadequate transportation, delay or default by vendors, government regulations or any other causes beyond its control.

All delivery dates are subject to credit approval and account status at time shipment is to be made. No shipment will be made if the Buyer's account is in arrears or if shipment would cause any applicable credit limit to be exceeded.

In the event that a performance or supply bond is in effect, the Buyer must give the Company thirty days' prior written notice before submitting any claim under any such bond.

TERMS. Net 30 days from date of invoice. 2% cash discount is allowed from date of invoice, as follows: Invoices dated the 1st to 15th of the month may be discounted on or before the 25th of the same month. Invoices dated the 16th to 31st of the month may be discounted on or before the 10th day of the following month. Cash discount is calculated on the invoice before any charge for freight and before addition of any applicable taxes. All unearned discounts will be charged back to Buyer. A service charge of 1-1/2% per month (18% per annum) will be added to all past due invoices. No shipments will be made to accounts which are in arrears.

FREIGHT. All prices are FOB Chicago, Illinois.

WARRANTY. All products are carefully manufactured, tested, inspected and packed. The Company unconditionally warrants all products against manufacturing defects. If any item, within two years after purchase, proves defective due to faulty workmanship or material, the Company will, at its option, repair the defective item or furnish a new item of the same type. No labor, transportation or other consequential damages will be allowed in any such case. Any modification, alteration or repair to an item manufactured by the Company by other than an authorized representative of the Company will nullify this warranty.

As the installation and use of the Company's products is beyond its control, no warranty of any kind is made by the Company as to the effects of such use or the results to be obtained therefrom. It is the Buyer's responsibility to select the appropriate product for the use which is intended and which will satisfy any applicable governmental codes, rules and regulations. The Company is not responsible for any losses which may result from selection and/or installation of products which are unsuitable or improper for a particular application, or which do not satisfy governmental codes, rules or regulations.

SHORTAGES. If shipment of material is not received within 10 days after receipt of invoice, the Company must be notified at once. Otherwise, no claim will be honored for failure to receive shipment. No claim for shortage will be honored unless the Company is notified in writing within 5 days after receipt of shipment.

RETURNED GOODS. No material may be returned without prior written authorization. All returns are subject to a 25% or $50.00 minimum handling charge and any expense necessary to put material in saleable condition. Special fixtures and coated products are not subject to return.

PRODUCT CHANGES. Due to the continuing improvement of products and other factors, the Company reserves the right to substitute material and/or to make changes in design, rough-in dimensions or other specifications shown and described in any of our printed literature. Such changes may be made without notice to the Buyer.

The above terms and conditions and any terms and conditions contained in the Company's printed acknowledgment or invoice apply regardless of any printed terms on the Buyer's order.