

Patrick Industries, Inc. Conditions of Sale

1. **Acceptance.** We do not accept or offer any terms, conditions, indemnities, or warranties of sale other than those contained in this acknowledgment. Any such terms, conditions, indemnities, or warranties of sale are hereby rejected.
2. **Warranties and Disclaimers.** There are no warranties which extend beyond the description on the face hereof. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE PRODUCT OR THE MERCHANTABILITY OR FITNESS THEREOF FOR ANY PURPOSE.
3. **Product Suitability.** Determination of the suitability of the product for the uses and applications contemplated by Buyer and others shall be the sole responsibility of Buyer. Buyer assumes the risks and liabilities for results obtained by the use of the product, whether used singly or in combination with other material, except those relating solely to the use of product not conforming to contracted specifications, which nonconformity is not known to Buyer, by testing, inspection or otherwise, prior to the use thereof by Buyer or others. Any suggestions or recommendations made by Seller concerning uses or applications of this product are believed to be reliable, but Seller makes no warranty or guarantee of results to be obtained since the condition of the use and application by Buyer and others are beyond Seller's control. Seller makes no other warranty, express or implied, and no representative has authority to make any representations, promise or agreement, except as stated herein.
4. **Product Characteristics.** Buyer shall familiarize itself with the characteristics of the product, and shall comply with all laws, regulations and standards applicable to the possession, handling, processing or use of the product by Buyer, including, but not limited to, the Occupational Safety and Health Act of 1970, and the Regulations and Standards issued pursuant thereto. The Buyer is responsible for determining the suitability and performance test characteristics of the product for the use and applications contemplated by Buyer and others.
5. **Indemnity Agreement.** Buyer shall defend, indemnify and hold Seller harmless from and against all claims, damages, liabilities, costs and expenses, including without implied limitation, reasonable attorney and paralegal fees arising from or connected with the possession, handling, processing or use of the product by Buyer or others, except as resulting solely from the use of products not conforming to the contracted specifications, if any, which nonconformity was not known to Buyer and was not discoverable by Buyer, by testing or otherwise, prior to the use thereof by Buyer or others. Seller may participate in the defense of any such claim for the further protection of its own interest.
6. **Claim Period.** Claims related to nonconforming product shall be made within ten (10) days after discovery thereof. All other claims, except error or shortage, shall be made within thirty (30) days after receipt of product to which the claim relates, or if for nondelivery, after the scheduled delivery date thereof. Buyer's failure to give Seller written notice of any claim within the applicable time period shall constitute an absolute and unconditional waiver of such claim. In no event shall Buyer commence any action under the contract later than one (1) year after the cause of action has occurred.

After notice of a claim, Buyer shall afford Seller a reasonable opportunity to inspect the merchandise. Shipments shall be held intact and specification of objections, accompanied by tally of objectionable goods, shall be submitted to the Patrick Industries location where shipment originated. If full credit is allowed for nonconforming goods, the goods must be retained intact at the delivery point, and Seller shall have sixty (60) days from the date of such allowance to dispose of such goods. Under no circumstances are goods to be returned to Seller unless Buyer has written permission of Seller to do so. A claim that goods are nonconforming shall not entitle Buyer to deduct any sum from any invoice unless such claim has been allowed in writing. No credit, claim or adjustment will be allowed by Seller for material which has been cut or processed in any manner. Seller will pay transportation charges to the destination it designates on all nonconforming material/merchandise approved for return.
7. **Liability Limitations Period.** FOR A CLAIM OF ANY KIND, WHETHER AS TO PRODUCTS DELIVERED OR FOR NONDELIVERY OF PRODUCT AND WHETHER BASED ON CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE, BUYER'S EXCLUSIVE REMEDY SHALL BE LIMITED TO THE PURCHASE PRICE, REPAIR OR FULL REPLACEMENT AT THE SELLER'S OPTION. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (including, but not limited to, lost profits), or special damages in tort, whether Buyer's claim is based on contract, breach of warranty, negligence or any other claim whatsoever.
8. **Legal Expense.** In any complaint arising under this contract, unless otherwise settled by agreement or decree, each party will assume their own attorneys' fees, court costs and associated expenses.
9. **Delivery.** Our delivery to a carrier in good order constitutes delivery. Any claim for damage, breakage, or loss in transit must be made against the carrier. All agreements or proposals are excused as to our performance during the pendency of riots, strikes, fires, lockouts, floods, accidents, or our inability to secure cars, transportation or other causes of delay beyond our control. Clerical, grammatical and stenographical errors are subject to correction. Seller certifies that this material has been produced in compliance with the "Fair Labor Standards Act of 1938 as amended." "Any applicable taxes imposed by any government authority (Federal, State or Municipal) on the sale of this material shall to the extent permitted by law, be paid by the Buyer."
10. The Buyer consents to the jurisdiction of Indiana courts. The rights and remedies of the parties hereto shall be governed by the laws of the State of Indiana.
11. Patrick Industries reserves the right to assess unpaid balances considered past due. Unpaid balances shall bear an interest charge of 1 ½% per month commencing 30 days from date of invoice, and if placed with an attorney for collection, the buyer agrees to pay a reasonable attorney's fee. Payments shall be applied first to accrued interest charges and second to payment of principal.