



#### TERMS AND CONDITIONS OF SALE

1. Linetec agrees to furnish the goods described in this acknowledgement/proforma/purchase order.
2. The contract price is based upon the particular specifications or other contract documents which are specifically identified in quotation/order acknowledgment. Items omitted are excluded.
3. The contract price is conditioned upon payment within 30 days of invoice.
4. The time for delivery communicated by Linetec, if any, is an estimate. Linetec will not be liable for any loss or damage to Buyer or others due to delay or not delivering in accordance with the estimated date. Linetec will select the method of delivery. All delivery dates are subject to prior credit approval and required credit documents (i.e., credit application, joint check agreements, project information forms, personal guarantees) which must be completed and signed.
5. As a service to our customers, for any completed orders unable to be accepted within 30 days of the original ship date, Linetec can make arrangements to store materials. Fees will be assessed per truckload per week. Linetec will not be liable for concealed damage on materials stored longer than 60 days.
6. Linetec may, in its sole discretion, agree to grant credit terms to Buyer. Linetec will not be liable to Buyer for any refusal to grant credit. Any credit terms are subject to Linetec continuing approval of Buyer's credit. If, in Linetec's sole discretion, Buyer's credit or financial standing come unsatisfactory, Linetec may withdraw or modify the credit terms. Buyer shall be responsible for Linetec's costs of collection, including reasonable attorney's fees in the event of nonpayment.
7. Unless otherwise agreed in writing by Linetec, all goods, including those produced to meet an exact specification, shall be subject to tolerances and variations consistent with the usage of trade, regular factory practices and practical testing and inspection methods.
8. Linetec has no system design or application responsibility to Buyer or any third party unless agreed to in writing by Linetec.
9. **LINETEC EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER OBLIGATION OR LIABILITY NOT EXPRESSLY SET FORTH IN ITS STANDARD TERMS OF WARRANTY. Linetec SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**
10. Linetec provides no warranty, expressed or implied, unless specified and agreed to at the time of order. Its terms are set out in Linetec's separate warranty certificate, available upon request. Linetec will not accept any charge or expense, including labor for modification, removing, inspecting or installing the goods. Linetec may void the limited warranty upon products for which Linetec has not been paid as required in the applicable purchase order or contract documents.
11. No goods may be returned to Linetec for credit without prior written consent. After Buyer's order has been accepted, the order cannot be canceled without the consent of Linetec. Buyer shall be responsible to Linetec for reasonable cancellation charges.
12. Linetec shall not be obligated to make any changes or additions to the goods described in the acknowledgement / proforma/purchase order unless Linetec agrees in writing and an equitable adjustment is made, if necessary, to the price and delivery terms.
13. Buyer shall inspect the goods upon receipt and promptly notify Linetec of any claim that the goods are non-conforming. Linetec shall be allowed reasonable opportunity to inspect and cure any claim of default. Buyer may arrange to inspect at the place of manufacture provided inspection does not interfere with Linetec operations; and the consequent approval or rejection shall be made before shipment of the goods.
14. To the quoted/acknowledged prices add any sales or use taxes, state, federal or local which may be payable on the transaction unless otherwise agreed in writing by Linetec. All additional delivery costs arising from local labor agreements shall be borne by the Buyer.
15. Linetec expressly conditions all orders to the acceptance by Buyer of Linetec's terms and conditions without change unless specifically set forth in writing and accepted by the signature of an authorized representative of Linetec, Wisconsin.
16. This agreement shall be governed and constituted to the laws of the State of Wisconsin.
17. Linetec will not accept any unauthorized back charges without Linetec's approval. Linetec reserves the right to investigate and resolve to the most efficient and cost effective methods available to Linetec.
18. Should buyer default on payment to Linetec, and if a settlement cannot be reached between the two parties, then both parties agree to settle their dispute in arbitration, regardless of the nature of the dispute. Buyer will assume all attorney fees, arbitration cost, collection costs, as well as all expenses incurred by Linetec, regardless of the outcome of the arbitration.