

**John Funk, Jr. Inc. / Shorite Controls.**  
**GENERAL TERMS AND CONDITIONS**

**PAYMENT:** Net cash within 30 days of invoice subject to approved credit, continuously reviewed, or as stated on proposal or quote for special equipment & services.

**PRICES:** All quoted prices are valid for 30 days.

**SERVICE CHARGE:** A service charge of 2% per month will be charged on all past due invoices.

**TAXES:** Prices do not include taxes. Any applicable taxes will be paid by the BUYER.

**DELIVERY:** SELLER, ( John Funk Jr. Inc.), will use reasonable diligence in executing BUYER'S requested delivery schedules and to obtain corresponding commitments from SELLER'S suppliers and subcontractors. Estimated delivery is after receipt of signed contract, deposit and approved shop drawings.  
Current Delivery is \_\_\_\_\_ TO \_\_\_\_\_ WEEKS.

**FREIGHT:** All equipment and supplies will be delivered FOB factory, shipping costs assumed by Buyer. SELLER reserves the right to select the method of shipment, routing, and carrier. Any additional transportation costs are accepted by the BUYER. Any necessary claims against the carrier for damaged or lost goods will be filed by the BUYER.

**WARRANTY:** John Funk, Jr., Inc. for a period of twelve (12) months, warrants its products to be free from defects in material and workmanship under normal use and service when used as specified. This does not apply to products manufactured by other component manufacturers; the manufacturer's warranty, if any, will apply. BUYER'S exclusive remedy for breach of warranty is to have Seller repair or replace the defective equipment at Seller's option and facility of choice. **SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** No liability is assumed by SELLER for any labor, material costs associated with replacement, repair, and/or removal of defective equipment unless previously approved by John Funk, Jr., Inc.

**LIMITATIONS OF LIABILITIES:** SELLER'S maximum aggregate liability is limited to SELLER'S price of delivered goods and services, and in no event, whether on contract, warranty, tort (including negligence) or otherwise, shall John Funk, Jr., Inc. or its suppliers be liable for special, incidental, exemplary or consequential damages including, but not limited

to, loss of profits or revenue, loss of use of the covered equipment or any associated equipment, damage to associated equipment, tools, work in progress, cost of capital, cost of purchased power, cost of substitute equipment facilities, or services, downtime costs, liquidated damages, or claims of customers or purchaser for such damages.

**SERVICE:** System check-out and start-up, if furnished, shall be as per the proposal or quote. However, these services will not be performed until ninety-five percent (95%) of purchase order price is paid. Three (3) weeks advance notice is required to arrange for start-up service. BUYER'S failure to provide three weeks notice of request for service may result in additional charges for emergency response. It will be BUYER'S responsibility to insure that water and electric service are installed and available. Should a John Funk, Jr., Inc. Service Technician arrive at the job site as scheduled and be unable to perform the work due to incomplete piping, water, and/or electrical installation, the BUYER agrees to pay John Funk, Jr., Inc. for lost time at our prevailing rates.

**CANCELLATION CHARGE:** Upon cancellation by BUYER for equipment or services described in this proposal, BUYER agrees to compensate SELLER for costs, plus 20%, incurred in executing the contract to date of cancellation.

**DEPOSIT:** A deposit of 25% will be required along with the SELLER'S required paper work for all custom equipment. This deposit must be received before any work can be started on the project, and is non-refundable.

**OVERTIME:** Prices herein are based on manufacture and erection within straight time periods of 8-hour days, weekdays, and 40-hour weeks. Overtime bonus wages paid for hours worked in excess of 8 hours per day or 40 hours per week, and weekends are to be paid by BUYER.

**PASSING:** The title and right of possession of the property furnished under this contract, proposal, or quote shall remain with SELLER until the full and final payment has been made according to the terms agreed upon, and noted, if any, shall have matured and been paid in full in cash. No equipment furnished under this contract shall become a fixture by reason of being attached to real estate. In case of default in any of the payments above provided, SELLER may at its opinion, repossess itself of the within mentioned property and all additions thereto wherever found, and shall not be liable in any action at law on the part of said Buyer for such reclamation of its property, or for the repayment of any money which may

have been paid and said BUYER in part payment for said equipment and installation. This shall not be constructed as affecting the right of the SELLER at its opinion to recover from the BUYER the purchase price according to contract.

**OTHER UNDERSTANDINGS: It is understood that no terms of BUYER'S purchase order shall countermand this agreement.** The foregoing is to be considered as a proposal of the SELLER and is void at SELLER'S option, unless accepted within 30 days from Agreement date. This proposal or quote is not to become binding upon the SELLER until approved, and signed by an executive officer of John Funk, Jr., Inc.

**Complete Agreement.** These Terms and Conditions will constitute the complete and fully integrated understanding between the Parties with respect to Seller's quoted materials or services. These Terms and Conditions take precedence over any conflicting provisions in a Quotation. Under no circumstances will any preprinted, additional, or different terms or conditions on Buyer's requests for quotation, purchase orders, invoices, sales or marketing materials, or other business documents apply to modify these Terms and Conditions, or bind the parties. If any portion of these General Terms and Conditions or the Agreement shall for any reason be held by a court of competent jurisdiction to be invalid and unenforceable, the valid and enforceable provisions will continue to be given in effect and bind the parties hereto.

The Seller reserves the right to correct clerical errors.

SELLER is John Funk Jr., Inc., trading as Shorite Controls.

BUYER is :

Ref. Job:

\_\_\_\_\_ Date \_\_\_\_\_ John Funk, Jr., Inc. Representative

I am authorized and do hereby agree to the above terms and conditions for \_\_\_\_\_ by

\_\_\_\_\_ (Name and Title) \_\_\_\_\_ Date