



Terms and Conditions of Sale

In using this website you are deemed to have read and agreed to the following terms and conditions.

1) OFFER; ACCEPTANCE; TERMS OF SALE

- a) This offer of sale (offer) made by Mid-State Sales, Inc. (Mid-State) or its subsidiaries is subject to the terms and conditions set forth below.
- b) This offer may be accepted by customer (customer or buyer), verbally or in writing by fax or electronic confirmation. Customer's order for any products, when communicated to Mid-State shall also constitute acceptance of this offer and the terms and conditions set forth below.
- c) Acceptance of this offer is expressly limited to the terms and conditions set forth below. Mid-State hereby objects to any terms and/or conditions which are additional to or different from these terms and conditions and such additional and/or different terms or conditions shall not become part of this offer or part of any sales contract between Mid-State and customer.

2) PAYMENT; DISCOUNT; AND CREDIT TERMS

All payments are to be made in United States dollars. Mid-State accepts cash, checks, money orders, Visa, MasterCard, and American Express. For customers with established credit with Mid-State, payment terms are net thirty (30) days from the date of shipment or pick-up of products. All credit extended by Mid-State to customer and the limits of such credit, is at Mid-State's sole discretion, and may be reduced or revoked by Mid-State at any time, for any reason. As a condition for the continued extension of credit, customer agrees to provide Mid-State with current credit information and the latest annual financial statement within ten (10) business days following request by Mid-State. Additionally, customer agrees to provide to Mid-State proper authorization necessary for Mid-State to request any financial information from third parties.

Mid-State reserves the right to charge a fee for late payments and shall bear interest at the maximum rate permitted by law for each month (or portion thereof) that payment has not been received. Orders placed for payment by credit card are not eligible for any cash discount. Mid-State has the right of set-off and deduction for any sums owed by customer to Mid-State. If customer fails to make payment within thirty (30) days of shipment or pick-up, or fails to comply with Mid-State's credit terms, or fails to supply adequate assurance of full performance to Mid-State within a reasonable time after requested by Mid-State, Mid-State may defer further shipments until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection

action (including attorneys' fees and any and all other associated costs of collection), and/or may, at its option, cancel all or any part of an unshipped order.

3) CREDIT BALANCE

Customer agrees that any credit balance(s) issued by Mid-State will be applied to customer's account within one (1) year of its issuance. IF CUSTOMER HAS NOT MADE THIS REQUEST WITHIN ONE (1) YEAR, ANY REMAINING CREDIT BALANCE WILL BE CANCELLED, AND MID-STATE SHALL HAVE NO FURTHER LIABILITY.

4) SALES TAX

Customer is responsible for payment of all applicable state and local taxes, or for providing a valid sales tax exemption certificate.

5) SHIPMENT AND DELIVERY

All deliveries shall be made F.O.B. Mid-State's shipping point unless otherwise noted. Risk of loss shall pass to Customer upon Mid-State's delivery to a carrier. Mid-State shall have no liability for delays in delivery.

6) INSPECTION

- a) Customer has a period of five (5) working days after receipt of original shipment in which to inspect the products received. Customer may reject or refuse acceptance of any and all products not strictly in conformance with the requirements of Customer's purchase order upon written notice to Mid-State.
- b) All non-conforming products will be held at Customer's risk and will be returned to Mid-State in accordance with the terms below (see RETURNS).
- c) Payment or failure to promptly return the goods shall constitute acceptance thereof.
- d) Any claims by Customer for omissions or shortages in a shipment will be waived unless Mid-State receives written notice thereof within five (5) working days after date of original shipment.

7) RETURNS

- a) No products shall be returned to Mid-State, whether for inspection, repair, replacement, or any other reason, without prior written approval from Mid-State. Defective items may be returned with prior approval within 14 days of original shipment.
- b) Hose assemblies and tube assemblies are made special, to order and MAY NOT BE RETURNED unless defective.
- c) ALL RETURNS MUST BE ACCOMPANIED BY MID-STATE'S WRITTEN MATERIAL RETURN AUTHORIZATION. All returns must be clearly marked and must contain all paperwork necessary to identify the original transaction.
- d) Returned products must be delivered or shipped freight-prepaid by Customer to a location designated by Mid-State, and are subject to Mid-State's inspection. Unless otherwise authorized, return shipment shall be made by common carrier.
- e) All returns shall be subject to a minimum handling charge/restocking fee of twenty percent (20%).

8) DISPUTE RESOLUTION

Customer has thirty (30) days after shipment in which to inform Mid-State via written notice of any dispute involving product pricing, freight charge, or other related disputed items so matters can be resolved in a timely fashion.

9) CHANGES, RESCHEDULES AND CANCELLATIONS

Customer may request modification of the quantities or delivery dates of outstanding product orders, or may request cancellation of all or part of any purchase order no later than five (5) business days prior to scheduled shipment or the actual shipment date, whichever shall first occur. Mid-State may accept or reject such requested modifications or cancellations at Mid-State's discretion, but any such changes/modifications shall only be deemed accepted by Mid-State upon the terms set forth in a written amendment submitted to Customer. Orders for non-stock, special or customized products are not subject to modification or cancellation.

10) TOOLING

Mid-State may assess a tooling charge for any special tooling, including dies, fixtures, molds, patterns, materials, and drawings required to manufacture products sold hereunder. Notwithstanding payment of any charges by Customer, Mid-State will own all rights and title to such special tooling and shall have the sole and exclusive right to alter, discard or otherwise dispose of any special tooling, templates or other property in its sole discretion at any time and without notice to Customer. In no event will Customer acquire any interest in the assembly or its design or process belonging to or utilized by Mid-State in the manufacture of the products sold hereunder, even if such apparatus has been specifically converted or adapted for such manufacture and notwithstanding any charges paid by Customer.

11) INTELLECTUAL PROPERTY

The "Intellectual Property" of Mid-State Sales, Inc. (Mid-State) shall mean all intellectual property rights related to the assets or businesses of Mid-State as they are now or may in future exist or be conducted, including without limitation: any and all rights, privileges and priorities arising under the laws or treaties of the United States, any state, territory or possession thereof, any other country or political subdivision or territory thereof, or the European Community, relating to intellectual property, including patents, copyrights, trade names, trademarks, service marks, mask works, trade secrets, inventions, databases, names, logos, photos, images, descriptive verbiage and other information (data), technology, know-how, and other proprietary information and licenses that have been issued by or filed with the appropriate authorities, any common-law rights arising from the use of the foregoing, any rights commonly known as "industrial property rights" or the "moral rights" of authors relating to the foregoing, all rights of renewal, continuations, divisions, extensions and the like regarding the foregoing and all claims, causes of action, or other rights arising out of or relating to any actual or threatened Infringement by any person relating to the foregoing; all computer applications, programs and other software, including without limitation operating software, network software, firmware, middleware, and design software, all design tools, systems documentation and instructions, databases, and related items; and all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, customer

and vendor data, correspondence and lists, product literature, artwork, design, development and manufacturing files, vendor and customer drawings, formulations and specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents.

12) INTELLECTUAL PROPERTY USE

Mid-State may approve from time to time limited use of photos, images, descriptive verbiage and other information (data) regarding Mid-State's products. Mid-State retains all rights to data at all times, indefinitely. Mid-State may revoke permission to use data at its sole discretion, Customer must cease all use of data should it ever fall out of good standing with Mid-State, data may not be shared with anyone other than through the intended means agreed upon, without advance permission.

13) PRODUCT WARRANTY

Mid-State Sales, LLC's warranty is set forth in Seller's LIMITED PRODUCT WARRANTY, a document which can be accessed on the Mid-State.com Product Literature website page: www.midstateftp.com/warranty. THE LIMITED PRODUCT WARRANTY IS BUYER'S EXCLUSIVE REMEDY AND MID-STATE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE TOTAL CUMULATIVE LIABILITY OF MID-STATE ARISING FROM OR RELATED TO THESE TERMS AND CONDITIONS OF SALE WHETHER THE CLAIMS ARE BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED.

14) FORCE MAJEURE

Mid-State Sales, Inc. does not assume the risk of and shall not be liable for delay or failure to perform any of Mid-State's obligations by reason of circumstances beyond the reasonable control of Mid-State, including due to accidents, acts of God, strikes or labor disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or suppliers, shortages of materials and any other causes beyond Mid-State's control.

15) ENTIRE AGREEMENT/GOVERNING LAW

The terms and conditions set forth herein, together with any amendments, modifications or different terms or conditions expressly accepted by Mid-State Sales, Inc. in writing, shall constitute the entire agreement covering the products sold by Mid-State to Customer. This offer shall be governed by the law of the State of Ohio. Neither Customer nor Mid-State may bring any action arising out of or related to the product's sold hereunder more than two (2) years after the cause of action accrues.