

TERMS OF SALE

These are the terms of sale between Inspec, Inc. (Inspec) ("Seller") and the entity that is purchasing goods from "Seller" ("Buyer"). "Buyer" agrees that these terms of sale are applicable to the transactions between "Buyer" and "Seller", and agrees to contract with "Seller" pursuant to these terms.

ACCEPTANCE OF TERMS OF SALE

No conditions stated by "Buyer" in its offer or acceptance shall be binding on "Seller" if in conflict with, inconsistent with, or in addition to, "Seller" terms. By use of "Seller's" website "Buyer" agrees to "Seller's" Legal and Privacy Policies. "Buyer" certifies, represents, and warrants that all purchases made by employees/agents of "Buyer's" organization utilizing "Buyer's" account are authorized to do so. "Buyer" acknowledges and agrees that it is their responsibility to verify and maintain the protection, security, and distribution of their account number, user names, and passwords associated with purchasing from "Seller". Furthermore, "Buyer" expressly agrees that all liability relating to password management resides with them and their organization and that under no circumstances, including negligence or misconduct, shall "Seller" be liable for any damages that result from the use of our website. "Buyer" acknowledges that their purchasing rights and privileges may be modified at any time upon notice from "Seller". Orders are accepted on the basis of terms of sale in effect at the time the order is received and approved by the "Seller".

BACKORDERS

If merchandise is not in stock, it will be placed on backorder for up to 90 days. Unless "Seller" has "Buyer" authorization to hold merchandise longer than 90 days, it will automatically be cancelled, the purchase price will be refunded, and "Buyer" will be notified.

CLAIMS

All claims MUST be made no more than 7 business days of scheduled receipt. To expedite service please refer to "Seller's" shipper or invoice number. Damages incurred in commercial shipments must be claimed through the common carrier.

DAMAGED, LOST or SHORT SHIPMENTS

"Buyer" must advise "Seller" of issue then notify their local UPS office immediately. "Buyer" must also keep damaged goods and containers for UPS inspection.

DELIVERY and FREIGHT

UPS Service: Orders will be shipped within 24 hours of placement.

USA Shipments: Unless otherwise stated, "Buyer" will be responsible for any freight cost associated with the delivery of product to its destination and will be pre-paid and added to Buyer's invoice. Any extra or additional charges or services rendered in transit or at the destination will be the responsibility of "Buyer". All shipments will be F.O.B "Seller's" Warehouse, the Factory, as noted, or the Vendor for items that are drop shipped. Shipment and delivery dates are estimates only, and are not guaranteed.

Canadian Shipments: Orders will be shipped within 24 hours of placement via UPS international. All orders are duty paid, customs cleared, and shipped pre-paid via UPS. "Seller" reserves the right to select other carriers as necessary. "Seller" shall not be

liable for any injury, loss, damage, or delay in delivery resulting from the handling or use of the goods after or during such delivery.

DISCLAIMER OF WARRANTIES

THE "SELLER" MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF PERFORMANCE, MERCHANTABILITY, WORKMANSHIP, FITNESS, QUALITY, DURABILITY OR SUITABILITY OF THE MERCHANDISE IN ANY RESPECT INCLUDING ITS FITNESS FOR THE PURPOSE AND USES OF THE "BUYER". THE ONLY WARRANTIES APPLYING TO MATERIALS SOLD ARE THOSE SPECIFICALLY PROVIDED BY THE MANUFACTURER. FURTHER, THE "SELLER" MAKES NO EXPRESS WARRANTIES OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS WITH RESPECT TO ANY CHANGES, ALTERATIONS OR MODIFICATIONS MADE IN MATERIALS AT THE REQUEST OR INSTRUCTION OF THE PURCHASER. THE OBLIGATIONS OF "SELLER" ARE LIMITED TO REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OR, AT ITS SOLE OPTION, TO THE REFUND OF THE PURCHASE PRICE. "SELLER" IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL "SELLER" BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS).

INDEMNITY

The "Buyer" shall defend and indemnify "Seller", as a result of "Buyer's" negligence, from and against any and all loss of or damage to the merchandise, usual wear and tear excepted; any claim, cause of action, damages, liability, cost or expenses (including attorney's fees) which may arise or be incurred in any manner in favor of any person relating to the merchandise or any part of the merchandise, including by way of example but not of limitation, claims arising out of or incident to the construction, purchase, delivery, installation, ownership, leasing, sale, or return of the merchandise or as a result of its use, maintenance, repair, operation or condition thereof, whether or not any claimed defects in such merchandise are latent or are discoverable; and any claim, cause of action, cost, or expense arising for alleged patent infringement of, for, or as a result of claims for alleged strict liability in tort. The obligations of "Buyer" herein contained shall survive the expiration of the Agreement as to any loss, damages, claims, causes of action liabilities, costs, or expenses.

INVENTORY

"Seller" does its best to maintain in stock full and complete inventories of all regular lines. Close-out items may be depleted and will be replaced with other merchandise, all subject to prior sale.

LIMITATION OF DAMAGES

"SELLER'S" AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING UNDER THESE TERMS OF SALE SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SPECIFIC GOODS RELATED TO THE CLAIM AGAINST "SELLER".

LIMITATION OF LIABILITY

IN NO EVENT SHALL "SELLER" BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, NOR SHALL "SELLER" BE LIABLE FOR

ANY DAMAGES CAUSED BY DELAY IN DELIVERY, INSTALLATION, OR FURNISHING OF THE MERCHANDISE OR SERVICES BY ANY MANUFACTURER OF THE MERCHANDISE OR OTHERWISE

MINIMUM ORDER

All orders are subject to a \$50.00 minimum charge.

PRICES

All prices are in US dollars. All prices and specifications are subject to change without notice. Typographical or similar errors are subject to correction.

RESPONSIBILITY

The value of a defective product or material sent in error is "Seller's" only liability. All technical data has been supplied by the manufacturer and is listed only as a convenience. All specifications are subject to change without notice. Photos shown in any advertising material, catalog and website are general representations of the various items and may include optional equipment. "Seller" does not warrant or represent that the merchandise complies with the provisions of any law, particularly including the Walsh-Healy Public Contracts Act and the Occupational Safety and Health Act of 1970, and regulations promulgated thereunder, unless the manufacturer so warrants.

RETURNS

A restocking fee may be applicable for returns. All returns must include an approved Inspec RMA #. - Please contact Inspec Administrator or Logistics Coordinator for approval prior to returning product. Unless "Seller" has erred, returns must be prepaid. No merchandise will be accepted for return which is made up special or which has been held for over 14 days. The "Seller" reserves the right to determine if the "Buyer" has abused the item in question. If the item cannot be returned to stock, credit will not be given. **Returns not accompanied by a copy of shipper, invoice, or invoice number may not be accepted or subject to restocking charge. Returns due to "Buyer" error must be prepaid and are subject to restocking charge.** Any claims for discrepancies in shipment must be made within 5 days of receipt of merchandise.

SALES TAX/GST/HST

"Seller" is required to charge state and local tax on items for which sales tax exemption certification have not been provided, or does not apply. When ordering, "Buyer" must indicate Tax exemption and provide proof thereof upon request or tax will be applied to the purchase. "Seller" is also required to charge GST (goods and services tax) / HST (harmonized sales tax) on products shipped to Canada. Should tax exemption status be determined to be invalid by the tax authority, Buyer shall be responsible to pay the tax, interest and penalty, assessed by the authority.

TERMS OF SALE ARE SUBJECT TO CHANGE WITHOUT NOTICE.