

TERMS AND CONDITIONS

DEFINITION: As used herein, the term "SELLER" shall mean "PROTO CORP."

GENERAL: The Seller shall not be liable for any delay or default in delivering products where occasioned by any cause of any kind or extent beyond the control of the Seller, including without limitation; armed conflict or economic dislocation resulting therefrom: embargoes; shortages of labor, raw materials, fuel, energy, production facilities or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities (including priorities and allocations); fires, floods, and accidents. It is intended that no liability shall be sustained by the Seller by reason of its not filling any order or portion thereof affected by such occurrence.

Order requiring affidavits or certificates or compliance must so state when orders are placed.

ORDERS: No order placed with the Seller shall be considered to be accepted until officially acknowledged in writing by the Seller. The terms and conditions stated herein, when combined with the Seller's regular detailed terms and conditions and price pages, constitute the entire contract between the parties. Contrary or additional terms and conditions submitted by anyone other than the Seller are specifically rejected and shall be deemed to be of no effect. The Seller reserves the right to select its own customers and the right to reject any order.

PRICES: All prices are subject to change without notice. Unless otherwise specified, unshipped orders will be shipped and invoiced at the price in effect at the time of shipment and price adjustments for product in transit or in the purchaser's inventory will not be allowed. All prices, unless otherwise noted, are based on shipment in full standard Seller's domestic packages.

TAX: Any tax or other governmental charge upon the production, sale, or shipment of products imposed by federal, state, municipal or other authorities shall be added to the price and must be paid by the purchaser.

WARRANTY: All shipments of the product sold hereby are subject to the following warranty: THE SELLER WARRANTS FOR A PERIOD OF ONE YEAR FROM DATE OF DELIVERY THAT THE PRODUCT IS FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP. THIS LIMITED WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM THE SELLER AND DESCRIBES THE EXCLUSIVE REMEDY AVAILABLE TO ANY PURCHASER OF THE PRODUCT. THE PRODUCT IS NOT SOLD WITH ANY IMPLIED WARRANTIES, NOR ANY WARRANTY OF MERCHANTABILITY AND/OR OTHER WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN THE SALE OF THE PRODUCT THE SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OTHER THAN THAT STATED HEREIN.

CLAIMS: Any claim on account of damaged products, warranty, short count or for any other cause shall be deemed waived unless made in writing within 30 days from date the defect or cause to which each claim relates is discovered or should have been discovered.

NO CONSEQUENTIAL DAMAGES: Limitation of Liability. It is expressly understood and agreed that the limit of the Seller's liability shall be, at the Seller's sold option, repair or resupply of the product. Resupply shall mean furnishing free of charge, (F.O.B. place of original purchase) a new shipment of the product (uninstalled) in an amount sufficient to replace any product found to be defective. All labor and service charges which may be incurred with respect to either the original or replacement product are excluded. THE SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, SUCH AS DAMAGE TO ANY BUILDING STRUCTURES TO WHICH THE PRODUCT IS AFFIXED OR ITS CONTENTS; NOR SHALL THE SELLER BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON ALLEGED NEGLIGENCE, BREACH OR WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OTHER THAN THE LIMITED LIABILITY SET FORTH ABOVE. INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE RESUPPLY REMEDY FAILS OF ITS PURPOSE OR FOR ANY OTHER REASON.

RECEIVING: At time of delivery, customer should inspect for damage, and count the number of cartons received. This number should match the number on the carrier's Bill Of Lading. If it does not, it should be noted on the Bill Of Lading at time of delivery and Proto Corp. should be notified of the shortage immediately (800) 237-5442. NO REPLACEMENT CAN BE MADE, NOR CLAIM HONORED IF SHORTAGES ARE NOT NOTED ON DELIVERY RECEIPT.

RETURNS: No returns of products will be accepted without prior written approval. Where returns are authorized due to causes for which the Seller is responsible, the Seller will assume all charges and the full purchase price will be credited. When returns are made for the convenience of the purchaser at his request and these are approved in advance, in writing, by the Seller, such products returned to the shipping points will be credited at the purchase price less all freight charges, including stopover charges absorbed by the Seller on the original shipment to the purchaser and the full freight charges on the return. The Seller will also charge for handling and reconditioning. Credit will be based upon the quantity received in the Seller's shipping point in resaleable condition, as determined by the Seller PLUS 25% REHANDLING CHARGE. NO RETURNS WILL BE ACCEPTED AFTER THREE MONTHS FROM PURCHASE DATE. ALL COLORED MATERIALS ARE CONSIDERED CUSTOM MADE, AND NOT RETURNABLE.

TITLE: Title to the products shall remain the Seller until paid for in full by purchaser. However, risk of loss shall vest in the purchaser at the time of delivery of products to the carrier.

MODIFICATION OR TERMINATION: The terms and the conditions of sale which constitute the contract between these parties are subject to change without prior notification and are effective immediately upon such notification.

**NO PERSON IS AUTHORIZED TO ALTER THESE TERMS AND CONDITIONS WITHOUT AUTHORIZATION
SIGNED BY THE PRESIDENT OF PROTO CORP.**