

JDR Enterprises, Inc. Standard Conditions of Sale

ACCEPTANCE: All quotations, orders and contracts are subject to credit approval and acceptance by JDR Enterprises, Inc. at Alpharetta, Georgia.

PRICES: Prices are F.O.B. at point of shipment. Prices are subject to change.

TERMS: Net 30 days from date of invoice unless otherwise stated. Overdue invoices are subject to a charge of 1-1/2% per month (annual rate of 18%) if not paid within our terms.

CREDIT APPROVAL: Acceptance, shipment, delivery and performance of work shall at all times be subject to the approval of Seller's Credit Department. If the Buyer is past due in payment of any amount owing Seller or, if in the judgment of the Seller's Credit Department, reasonable doubt exists as to the Buyer's financial responsibility, then without liability and without prejudice to any other remedies Seller may have, Seller may suspend performance, decline to ship, or stop any material in transit until Seller receives full payment by Buyer, the Buyer shall be liable for Seller's costs of collection, including responsible attorney's fees.

TAXES: Prices stated herein may or may not include any tax or charge imposed by Federal, State or Municipal authorities. These taxes or charges such as sales, use and excise taxes shall be assumed by the Purchaser whether invoiced or not and Purchaser shall pay to JDR Enterprises, Inc., in addition to the prices specified, the amount of any such taxes including penalties and interest which JDR Enterprises, Inc. may be required to pay due to Purchasers' failure to pay.

CHANGE IN ORDER: Purchaser will assume cost of making changes after the order has been accepted by JDR Enterprises, Inc.

DELIVERY: Delivery date, if stated, is only an estimate based on current scheduling requirements. All reasonable means will be used to make delivery within the specified time. No liability will be assumed for loss or damage arising from delays in delivery or defaults resulting from strikes, work stoppages, fires, floods, accidents, inability to obtain materials or transportation, government decree or any other cause unavoidable and beyond our control.

CLAIMS: No goods may be returned without permission. Claims for loss or damage in transit on shipments made F.O.B. Madison, Georgia by common carrier are the responsibility of the Purchaser. Any claims for shortages in shipment must be made within ten (10) days from date of delivery.

WARRANTIES: All products are guaranteed to the Purchaser as original owner of the material or equipment to be free from defects and workmanship when used in those applications for which we or the manufacturer recommends them. JDR Enterprises, Inc.'s sole liability under this warranty is limited to repair or replacement of any part that in its sole and final determination is defective by reason of inferior materials or poor workmanship. JDR Enterprises, Inc. shall have no liability whatsoever in any event for payment of incidental or consequential damages, including damages resulting in personal injuries. The foregoing shall constitute the exclusive remedies of the Purchaser for any breach of warranties available to JDR Enterprises, Inc. from its suppliers, such warranties will be in turn passed on to the Purchaser.

DESIGN, ETC: Design, materials and specifications are subject to change without notice without any obligation on the part of JDR Enterprises, Inc. due to our policy of continuous product improvement.

GENERAL:

(A): Typographical and clerical errors are subject to correction.

(B): All sales shall be governed by and construed according to the laws of the State of Georgia

(C): If any provision of this contract is found contrary to any applicable law of any state or should be held invalid by a court of proper jurisdiction, all other provisions of this contract shall remain in full force and effect.

RETURN OF GOODS: Returned goods shall be subject to approval and acceptance by JDR Enterprises, Inc. in Madison, Georgia and shall be subject to a 25% restocking fee. Return freight must be arranged and pre-paid by customer. Collect shipments will not be accepted.