

LIGHTNING BAY PNEU-DRAULICS, LLC (the “Company”)

Standard Terms and Conditions and Limited Warranty

1. TERMS

These terms and conditions apply to all services or parts we provide to our customers. Any change in these terms must be in writing signed by an officer or authorized agent of the Company. We expressly reject and will not accept any other terms, including any terms on any purchase orders.

2. GENERAL TERMS OF SALE

(a) **Pricing.** Quoted prices are good for thirty (30) days. Prices quoted do not include shipping or applicable sales taxes. Your total price for all products and services provided will be stated in the customer’s invoice.

(b) **Shipping.** The Company will arrange to ship products to the location the customer specifies. Title and risk of loss to the products pass to the customer upon the Company’s delivery of the products to the carrier. The costs of shipping and handling will be shown on the invoice. The Company is not responsible for delays in delivery due to events beyond its control, including but not limited to shortage of materials, manufacturer’s inability to perform, labor strikes, fire, transportation failures or delays, acts of God, or any commercial impracticability.

(c) **Payment.** Unless otherwise noted on the invoice, payment terms are net thirty (30) days from the date of the invoice. Customers will be charged a fee of 3% of the total invoice for all MasterCard and VISA payments. Customers will be charged a fee of 1% of the total invoice for all American Express payments. Failure to notify the Company in writing of any objection to any invoice within thirty (30) days of the date of the invoice constitutes the customer’s unconditional agreement to pay the invoice without dispute.

(d) **Late charges and collection.** Late fees of 1.5% (18% annually) will be charged on all invoices thirty (30) days past due. Customer agrees to pay all costs of collection incurred by the Company, including but not limited to the Company’s reasonable attorney’s fees and court costs, whether or not litigation is instituted.

3. LIMITED WARRANTY

(a) **Parts.** The Company expressly warrants, for a period of one year from the date of shipment, that the parts manufactured or remanufactured by the Company will be free of defects in material or workmanship according to our standards of manufacture, overhaul, repair, and inspection at the time said products were installed, manufactured, overhauled, repaired, or used in any equipment repair or overhaul. From time to time, the Company will use or install parts it obtains from a third party supplier or manufacturer. The Company does not provide any warranty for such parts, and the Customer should make any warranty claims directly to the third party supplier or manufacturer.

(b) **Labor.** The Company further expressly warrants, for a period of one year from the date of completion of our services, that our remanufacture and repair services will be performed in a workmanlike manner and in accordance with accepted industry standards.

(c) **Limitations.** THESE LIMITED WARRANTIES ARE PROVIDED TO THE COMPANY’S CUSTOMERS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In addition, the customer’s exclusive remedy for any breach of the foregoing limited warranties shall be the repair or replacement of any defective or non-conforming products, providing replacement services, refund of the invoice price, or the extension of credit to the customer, at the Company’s option. Under no circumstances shall the Company’s liability under its limited warranties exceed the invoice price for the warranted goods or services. We reserve the right to inspect any labor claimed to be defective and to require the return of any product claimed to be defective for examination and evaluation in order to determine whether it is in compliance with our limited warranty.

4. LIMITATION OF LIABILITY

Except as provided by the Company’s limited warranties described herein, the Company’s liability on any claim for loss or damage arising out of any services performed for the customer, products provided to the customer, or any agreements with the customer, based on any theory of liability, including contract, warranty, intentional tort, or negligence, shall not exceed the invoice price for the goods or services related to the claim. The Company shall not be liable for any incidental, special, or consequential damages, including, but not limited to, loss of revenue, loss of profits, down time, loss of use, economic losses, rental costs, cost of removing or replacing products, damage to equipment or machinery, or claims by third parties or for indemnification, subrogation, or contribution. This limitation of liability includes claims arising out of the Company’s own negligence.

5. CHANGE IN CUSTOMER’S FINANCIAL CONDITION

The Company reserves the right to cancel or modify any order, require full or partial advance payment, or receive adequate assurance of payment without any liability to the Company in the event of (i) customer’s insolvency; (ii) customer’s filing of a voluntary petition in bankruptcy; (iii) the appointment of a receiver or trustee for the customer; or (iv) the customer’s execution of an assignment for the benefit of creditors.

6. OSHA AND SAFETY REQUIREMENTS

The Occupational Safety and Health Act (“OSHA”) imposes certain requirements relating to the use of machinery and equipment. Since these requirements are directly related to the conditions under which and the manner in which the machinery or equipment is used, the Company makes no warranty, expressed or implied, of mechanical ability, fitness under, compliance with, or liability under OSHA, its interpretations, and/or regulations. Further, the Company makes no warranty of any kind other than the warranties set forth in paragraph 3 of this document.

7. GENERAL PROVISIONS

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of law principles. Venue for any dispute arising out of these terms and conditions and limited warranty and any invoices to customer shall be in Hillsborough County, Florida.