



Federal Thermal

STANDARD TERMS AND CONDITIONS OF SALE

I. DEFINITION

As used herein, the term "Federal" shall mean Federal Thermal.

II. PRICES

1. **SUBJECT TO CHANGE** – All prices are subject to change without notice and the price shall be that in effect at the time of shipment. Prices are F.O.B Shipping Point.
2. **TAXES** – Any tax or other governmental charge upon 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.

III. ORDERS

1. **SUBJECT TO ACCEPTANCE BY FEDERAL** – All orders are subject to acceptance and approval by Federal Credit Department and are not binding until and unless so approved and accepted.
2. **ORDER ACKNOWLEDGEMENT** – Written acknowledgement by Federal of an order received either orally or in writing will constitute acceptance and thereby be a binding contract which cannot be modified or cancelled by purchaser without written consent of Federal.
3. **ACCEPTANCE OF ORDERS** – No order placed with Federal shall be considered accepted until officially acknowledged in writing by Federal. The Terms and Conditions stated herein shall constitute the entire sales agreement between the parties and any contrary or additional Terms and Conditions submitted by parties other than Federal shall be deemed of no effect.
4. **RIGHT OF REFUSAL** – Federal reserves the right to reject any order or refuse to bid on any requirement.

IV. GENERAL

1. **WARRANTY** – All products sold are subject to the following warranty: FEDERAL MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OF LAW, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. The only warranty available is that of the manufacturer of the goods, which either accompanies the goods or is otherwise available.
2. **RETURNS** – Returns will not be accepted, and credit will not be issued without prior authorization from Federal, except in cases where the return cause is due to an error on Federal's part. Authorized returns must be made in new, unused condition and are eligible for credit within 30 days from the date of sale. The credit issued will be at the invoiced price, minus a restocking fee

to cover service, handling charges, and related expenses. Specially ordered or non-stock items may not be returned without prior written authorization from the manufacturer and will be subject to the manufacturer's return policies and terms.

3. **INVOICING AND PAYMENT** – Customers with approved credit lines will be invoiced upon shipment of merchandise. Payment for Federal invoices is due in full within 30 days from the shipment date. Federal reserves the right to apply a service charge to any account with an outstanding balance exceeding 30 days, at the maximum allowable legal interest rate, calculated monthly. The customer is also responsible for all costs incurred by Federal, including attorneys' fees, in the collection of overdue amounts or enforcement of these terms and conditions. Except where banned by law, credit card orders will be subject to a 3% processing fee.

Orders exceeding \$50,000 may require a minimum down payment of 10-100%, based on the customer's credit history. For cash sales of special orders or non-stock items, full prepayment is required before the material is ordered from the factory.

4. **LIMITATIONS OF LIABILITY** – Federal shall not be liable for any incidental, consequential, or other damage.
5. **DELIVERY** – Federal shall not be liable for any delay or default in delivery of products where occasioned by any cause of any kind, or extend beyond the control of Federal, 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 Federal by reason of its not filling any order or portion thereof affected by such occurrences.
6. **REPRESENTATIVES** – Federal assumes no obligation for any oral representation as to any products, by any sales or other personnel.
7. **CLAIMS FOR SHORTAGES** – Each shipment shall be examined by the purchaser upon receipt thereof, and any claim for shortage or any other cause must be reported to Federal promptly after such receipt.
8. **ENGINEERING** – Federal Corporation is not a Registered Professional Engineering Firm. And as such does not carry a Certificate of Authorization from the State of Oklahoma to provide Professional Engineering services. All Professional Engineering services required for any work or product provided by Federal Thermal are the sole responsibility of the purchaser.

V. MODIFICATION OR TERMINATION

These Terms and Conditions of Sale cancel and supersede all previous issues, supplements and revisions and are subject to change without prior notice. All Federal published prices, terms and conditions of sale are subject to change or withdrawal by Federal without prior notice. These Terms and Conditions of sale cancel and supersede all previous issues, supplements and revisions and no deviations therefrom will be allowed and are specifically rejected unless expressly accepted by Federal in writing at the time of the acknowledgement of any order.