

OWICK KURB®, INC.

Terms & Condition

The terms and conditions of this order are upon acceptance of this order by Seller at his home office at 1916 US 41 South, Ruskin, FL 33570, and shall be binding upon the Seller and Purchaser. All notes on this quotation are an integral part of this sale. Estimated shipment from factory 30 days after receipt of order unless otherwise noted. Payment terms: Credit Card or wire transfer for 100% one day prior to shipment; All prices are f.o.b. Ruskin, FL unless noted otherwise. The freight estimate quoted is valid for 30 days from the date of this quote. The unit prices & totals do not include any applicable sales tax or shipping & handling charges unless otherwise noted. Product prices are valid through the "PRICES GOOD" date shown on quote. Tax exempt certificates must be furnished prior to order shipping. All prices are US dollars. Non-US buyers to pay all customs duty, GST, PST & any other customs charges & taxes. Submitted by: **OWICK KURB®, INC.**

PURCHASER'S ACCEPTANCE

The terms & conditions of this quote and sale are accepted:

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____

Date: _____ Title: _____

Customer Order No.: _____

Ship To: _____ same as above _____ as follows:

Ship Via: _____

FOR NON PUBLIC BUYERS: Credit approval, Notice to Owner information & Purchaser's Acceptance is required prior to order being shipped.

Installation (if included in quote):

- a) Only one mobilization permitted unless specifically noted otherwise. 72 hour advance notice is required for us to schedule our crews.
- b) "Wait time" charges of \$150 per hour if your site is not ready at appointed time.
- c) A \$325 charge for mobilization canceled less than one business day before appointed time.
- d) All installation to be done during normal daylight working hours. No weekend work included unless specifically noted.
- e) You are responsible for traffic control during installation unless specifically noted otherwise.
- f) Installation price is good for 30 days from the date of this quotation unless otherwise noted.

1. Buyer's acceptance of delivery of the goods will constitute acceptance of the terms and conditions set forth below. These terms and conditions govern the sale of the goods, notwithstanding any additional, different, inconsistent, or contradictory terms that may appear in any purchase order or other document prepared by the Buyer but not executed by an officer of **OWICK KURB®, INC.**

2. Inspection, Acceptance of Delivery

Buyer will inspect the Goods promptly after delivery. No claim for error or nonconformance of delivery, for damage, or for shortage may be asserted later than 30 days after delivery. Buyer shall be deemed to have accepted the Goods unless such a claim is filed in writing by notifying **OWICK KURB®, INC.** at 1916 US 41 South, Ruskin, FL 33570 (FAX) 813-645-4856.

3. Limitation of Remedies

OWICK KURB®, INC. will not be liable for special or consequential damages or for any penalties based on breach of contract, breach of warranty, negligence, strict tort, or any other legal theory arising from performance of this contract or from any Goods sold hereunder. Consequential damages include loss of profits, loss of savings or revenue, downtime, loss of use of the Goods or any associated equipment, facilities, or service, the claims of third parties, and injury to property.

4. Governing Law and Jurisdiction

This Agreement and the relationship of the parties shall be governed by the internal laws of Florida, including specifically the Uniform Commercial Code of Florida. Both parties hereby agree to submit to the personal jurisdiction of the federal and state courts located in the State of Florida and that the venue of any action required by this Agreement shall be in the designated Federal or State courts located in Hillsborough County, Florida. The prevailing party in any proceeding to enforce this Agreement shall be entitled to an award of legal fees, costs and litigation expenses.

5. Time for Bringing Suit

Any action for breach of contract must be initiated within one (1) year following delivery of the Goods, or for breach of warranty within three (3) months of expiration of warranty.

6. Limitation of Warranties

The warranty that accompanies the Goods is in lieu of all other warranties, express or implied. **OWICK KURB®, INC.**'s warranty does not cover defects or damage caused by use of the Goods for purposes other than those for which they were designed, damage during shipment, or any abuse or misuse by the purchaser.

7. Force Majeure

OWICK KURB®, INC.'s performance hereunder will be excused if it is made impractical by the occurrence of an unforeseen event such as strikes, labor disturbances, fires, floods, acts of God or any other cause beyond **OWICK KURB®, INC.**'s control.

8. Origin

Some or all of the Goods may have been manufactured in Austria or Germany. A detailed listing by country of origin is available from **OWICK KURB®, INC.** upon request.