



TERMS AND CONDITIONS OF SALE

1. Orders become effective only when accepted and approved by Integra. Integra's acceptance is expressly made conditional on the Customer's assent to the terms and conditions contained herein and to the terms and conditions of any proposal issued by Integra to the Customer, and Integra agrees to furnish the material covered by the order only upon such terms and conditions. Any of the terms or provisions of the Customer's order which are inconsistent with the terms and provisions contained herein are not agreed to by Integra and shall not be binding on Integra and shall not be considered applicable to the sale or shipment of the materials ordered.

2. There shall be a minimum order amount of \$50.00 exclusive of freight.

3. Orders, shipments, and terms of payment are subject to the approval of Integra's Credit Department. Invoices shall be rendered when the materials are shipped. Terms of payment are net 30 days unless otherwise agreed by Integra. Interest may be charged on overdue accounts at the rate of 1.5% per month. Accounts that exceed 60 days may be placed on C.O.D. status at the discretion of Integra. Accounts that exceed 120 days shall be placed for collection. Payments shall be made to Integra Enclosures, P. O. Box 1870, Mentor, Ohio 44061-1870.

4. Materials are sold FOB our plant and title shall pass upon delivery to the carrier. Integra is not responsible for any loss or damage incurred in transit and any claim must be made by the Customer. Integra shall assist in the filing of any claim, at the request of the Customer.

5. Shipment dates are given based on current inventories and production plans. However, Integra shall not be responsible for any partial or total failure to deliver or for any delay incurred caused by accidents, delays in transportation, fires, explosions, floods, earthquakes, or other acts of nature, riots, strikes, or other causes beyond Integra's reasonable control.

6. Orders for non-standard materials, such as modified product, are not cancelable and not returnable without Integra's prior consent. Should consent be given, Integra reserves the right to recover all direct costs incurred as a result of the cancellation.

7. Returns of compliant materials may be returned at the customers request only upon the approval of Integra. Materials must be in re-sellable condition and in their original packaging. Returns not accompanied by a new order of greater or equal value shall be subject to a restocking fee of 25 percent of the original sale price.

8. INTEGRA WARRANTS THAT THE MATERIALS SOLD TO THE CUSTOMER ARE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP AT THE TIME OF SHIPMENT. THE CUSTOMER SHALL NOTIFY INTEGRA IN WRITING WITHIN 30 DAYS OF RECEIPT FOR ANY CLAIMED DEFECTS OR NON-CONFORMING MATERIALS.

NO MATERIALS CAN BE RETURNED WITHOUT THE PRIOR CONSENT OF INTEGRA, AND IF APPROVED SHALL BE RETURNED TO INTEGRA FREIGHT PREPAID. INTEGRA'S LIABILITY FOR ANY BREACH OF THIS WARRANTY SHALL BE LIMITED TO EITHER REPLACEMENT OF THE MATERIALS OR, AT INTEGRA'S SOLE OPTION, THE REFUND OF THE PURCHASE PRICE. INTEGRA SHALL NOT BE HELD LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY BREACH OF THIS WARRANTY. THIS EXCLUSION APPLIES WHETHER SUCH DAMAGES WERE SOUGHT BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL THEORY. FURTHER, INTEGRA SHALL NOT BE LIABLE FOR LOSSES, DELAYS, LABOR COSTS, OR ANY OTHER COST OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF MATERIALS. INTEGRA'S LIABILITY IS EXPRESSLY LIMITED TO THE REPLACEMENT OR REPAIR OF DEFECTIVE GOODS, OR THE TOTAL VALUE OF SUCH GOODS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR ORAL INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM A COURSE OF DEALING OR TRADE.

9. Should any clause of this agreement be held unenforceable or unlawful, it is agreed that the clause in question shall be modified so as to eliminate the unenforceable element and as so modified, shall be binding on the parties. The remaining clauses and provisions shall not be affected.

10. Any assistance, suggestions, or technical advice given the Customer by Integra or any agent thereof, concerning dimensions, handling, installation, testing, storage, use or placement in service is an accommodation for which Integra shall have no liability unless expressly provided by Integra in writing and signed by an officer of the company.

11. This agreement is complete and contains the entire contract between the parties, and may not be modified except in writing by both parties. No employee, agent, or representative of Integra has the authority or power to add, waive, or amend this contract unless first authorized in writing by an officer of Integra. This agreement shall be construed under the laws of the State of Ohio. Waiver of Integra of any breach shall not thereafter be deemed a waiver of a subsequent breach of the same of any other provision hereof.

