

The Terms and Conditions contained herein are the *exclusive* terms and conditions for the sale of products and components (collectively the "Products") from MUM Industries, Inc., doing business as Integra Enclosures ("Integra") to you, its Customer. Customer agrees that the terms and conditions stated herein and, to the extent not stated herein but contained on any Integra invoice, constitute the final, complete, exclusive expression of the agreement between Integra and Customer. In the event that any Customer form, purchase order or any other document submitted by Customer contains terms and conditions in addition to or different from the terms and conditions herein or from any Integra invoice, Customer agrees, by so submitting its purchase order or order form, by receiving an order acknowledgment or by accepting any Products Integra, that such new or additional terms are rejected and that the language of the Integra terms and conditions control. Any and all new or additional terms contained on any Customer document (whether provided to Integra prior or subsequent to the delivery of these Terms and Conditions) are hereby expressly and completely rejected. Acceptance of Customer's order for Products is expressly limited to these terms and conditions.

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 Products 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 Products 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 Products are shipped. Terms of payment are net 30 days, unless otherwise agreed by Integra. Any sums not paid within the specified net terms are subject to a service charge of 1.5% per month. No discount will be allowed to any Customer having an overdue balance. Any discounts previously granted to any Customer who fails to pay any Integra invoice when due will be immediately forfeited and lost. Any discount forfeited or lost due to untimely payment of any invoice will be billed to Customer, which shall be immediately due and payable. Customer will pay all costs, collection agency commissions, expenses and all reasonable attorney fees incurred in the collection of any past due sums. By submitting an order or taking receipt of Integra Products, Customer consents to the exclusive jurisdiction of the state and federal courts located in the State of Ohio. Customer shall be deemed to have accepted the Products shipped by Integra within ten (10) days after delivery to the customer. After acceptance, Customer shall not be entitled to reject the Products that are not in accordance with these terms and conditions. Integra reserves the right to refrain from performing any work on any of Customer's orders should any of Customer's account(s) or jobs with Integra be or become past due. Payments shall be made to MUM Industries, P. O. Box 1870, Mentor, OH 44061-1870.

4. Products are sold FOB Integra's 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 provide reasonable assistance in the filing of any claim, at the request of the Customer.

5. Shipment dates are provided 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 Products, such as modified Products or Products produced to Customer's specifications, are not cancelable and not returnable without Integra's prior consent. Should cancellation consent be given, Integra reserves the right to recover all direct costs incurred as a result of such cancellation. Further, no returns are accepted on electrical components or assemblies containing electrical components such as transition boxes.

7. Returns of compliant Products may be returned at the customer's request only upon the approval of Integra. Products must be in re-sellable condition and in their original packaging. No cash refunds will be provided for returned Products. Integra will issue a credit memorandum for any authorized Product return. Said credit memorandum will have no cash value and shall expire one (1) year after issuance. Authorized returns not accompanied by a new order of greater or equal value shall be subject to a restocking fee of 25% of the original sale price.

8. Integra warrants to Customer that the Products will be free from defects in material and workmanship for the following periods of time from date of shipment from its facility: Polycarbonate - One (1) year; Stainless Steel - Ten (10) years; Mild Steel - One (1) year; Cold Rolled Steel - One (1) year; and Aluminum - Five (5) years. These warranties are subject to receipt of written notification by Customer to Integra within the warranty period. The determination as to whether a Product is defective shall be in Integra's sole and exclusive discretion. Any warranty claim is further subject to Customer's return of defective Products to a destination specified by Integra. Under no circumstances will credit be allowed for unauthorized return of any Products.

NO EMPLOYEE, REPRESENTATIVE OR DISTRIBUTOR IS AUTHORIZED TO CHANGE THE FOREGOING WARRANTIES IN ANY WAY OR GRANT ANY OTHER WARRANTY ON BEHALF OF INTEGRA. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY INTEGRA IN CONNECTION WITH THE MANUFACTURE OR SALE OF ITS PRODUCTS. THE LIABILITY OF INTEGRA, WHETHER IN CONTRACT, TORT, UNDER ANY

WARRANTY, OR OTHERWISE, SHALL NOT EXTEND BEYOND ITS OBLIGATION TO REPAIR OR REPLACE, AT ITS OPTION, ANY PRODUCT OR PART FOUND BY INTEGRA TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP. INTEGRA SHALL NOT BE LIABLE FOR COST OF REMOVAL OR INSTALLATION AND/OR SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

Whether based on any Warranty claim or otherwise, Integra will not, in ANY event, be liable for any loss of profit, interruption of business or any other special, consequential or incidental damages suffered or sustained by Customer. Integra's total maximum liability to Customer in respect of the manufacture and sale of Products is limited to the Warranty stated herein and, if any claim by Customer is based on a theory other than the Warranties, then the damages are limited to the total monies received by Integra from Customer for the particular Products described in Customer's order which are determined to be defective. The total maximum liability for scheduled orders that are drawn down against each month will be the monthly total of the affected order or the total value of the items affected, whichever is the lesser.

9. 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 of any Products is an accommodation for which Integra shall have no liability unless such liability expressly assumed by Integra in writing and signed by an officer of the company.

10. No employee, agent, or representative of Integra has the authority or power to add, waive, or amend these terms and conditions unless first authorized in writing by an officer of Integra. Any transaction with Customer 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.