



## TERMS AND CONDITIONS OF SALE

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

1. Orders become effective only when accepted and approved by MUM. MUM'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 MUM to the Customer, and MUM 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 MUM and shall not be binding on MUM 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 MUM's credit department. Invoices shall be rendered when the Products are shipped. Terms of payment are net 30 days unless otherwise agreed by MUM. 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 MUM 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 MUM 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 MUM within ten (10) days after delivery to Customer. After acceptance, Customer shall not be entitled to reject the Products that are not in accordance with these terms and conditions. MUM 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 MUM be or become past due. Payments shall be made to MUM Industries, P. O. Box 1870, Mentor, OH 44061-1870, or at such other address listed on the MUM invoice.
4. Products are sold FOB MUM's facility and title shall pass upon delivery to the carrier. MUM is not responsible for any loss or damage incurred in transit and any claim must be made by the Customer. MUM shall assist in the filing of any claim, at Customer's request.
5. Customer must inspect all shipments within 48 hours of receipt. Damage caused by or during transport or delivery must be reported to the freight carrier listed on the bill of lading. Discrepancies in Product quantities must be reported to MUM office within 72 hours from receipt.
6. Shipment dates are given based on current inventories and production plans. However, MUM shall not be responsible for any partial or total failure to deliver or for any delay incurred or caused by accidents, delays in transportation, fires, explosions, floods, earthquakes, or other acts of nature, riots, strikes, or other causes beyond MUM's reasonable control.
7. 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, MUM 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, meter and power pedestals.
8. Eligible Products may be returned at Customer's request *only* upon the approval of MUM. Products must be in re-sellable condition and in their original packaging. No cash refunds will be provided for returned Products. MUM will issue a credit memorandum for any authorized Products 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. Products authorized for return must be protected thoroughly, and, if applicable, multiple Product units or items must be separated with cardboard and Product units must be upright and secured on pallets. Products must be returned to the MUM facility, along with a copy of the return authorization, within 30 days of issuance of the return authorization. Returned Products must be free of damage and must be in a condition for immediate resale in a "new" condition. Final credit will be given upon return to factory and inspection. Returned Products that are damaged will not be accepted by MUM for credit and will be returned to Customer at Customer's shipping and freight cost
7. MUM warrants to Customer that the Products manufactured by MUM and sold to Customer will be free from defects in material and workmanship



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for the following periods of time: 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 dates are from the date of shipment from the MUM facility. This warranty is subject to receipt of written notification by Customer to MUM within the warranty period. Any determination as to whether Products are defective shall be in MUM's sole and exclusive discretion. Any warranty claim is further subject to Customer's return of defective Products to a destination specified by MUM. Under no circumstances will credit be allowed for unauthorized return of any Products. MUM cannot and does not assume liability for defective Product components, or damage caused by defective Product components, not manufactured or supplied by it, even though such components be incorporated into or used in conjunction with MUM Products. MUM reserves the right to redesign, alter, or modify its Products without notice and without incurring any liability from Customer or any claim that such change makes any parts, components, or Products obsolete.

NO EMPLOYEE, REPRESENTATIVE OR DISTRIBUTOR IS AUTHORIZED TO CHANGE THE FOREGOING WARRANTIES IN ANY WAY OR GRANT ANY OTHER WARRANTY ON BEHALF OF MUM. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) AND NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY MUM IN CONNECTION WITH MANUFACTURE OR SALE OF ITS PRODUCTS. THE LIABILITY OF MUM, 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 MUM TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP. MUM SHALL NOT BE LIABLE FOR THE 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, MUM 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. MUM'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 MUM from the Customer for the particular Products described in Customer's order. 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.

8. Any assistance, suggestions, or technical advice given to the Customer by MUM or any agent thereof concerning dimensions, specifications, handling, installation, testing, storage, use, or placement in service of any Products is an accommodation for which MUM shall have no liability unless such liability expressly assumed by MUM in writing and signed by an officer of MUM.

9. No employee, agent, or representative of MUM has the authority or power to add, waive, or amend these terms and conditions unless first authorized in writing by an officer of MUM. Any transaction with Customer shall be construed under the laws of the State of Ohio. Waiver of MUM of any breach shall not thereafter be deemed a waiver of a subsequent breach of the same of any other provision hereof.