

1. **TERMS:** 30 days net F.O.B. shipping point, subject to prior Credit Approval. A service charge of 1 1/2% per month (18% per annum) will accrue and become payable from the due date of the invoice to date of payment. All legal and collection fees are the responsibility of the Buyer and will be added to the Balance Due.
2. **SPECIAL ORDERS:** All orders of special nature, sizes, thickness, color or cut are subject to special quotation and may not be cancelled after acceptance by Kalwall[®]. On placing such orders with Kalwall, the customer agrees to accept overshipment and undershipments of up to 10% of the basic quantity ordered. Kalwall reserves the right to require 50% advance payment of such orders and balance C.O.D.
3. **RETURNS:** No returns will be accepted by Kalwall unless previously authorized in writing. Merchandise returned without permission is liable to non-acceptance and if accepted will be held at customer's risk. Any returned merchandise accepted by Kalwall and deemed to be for the convenience of the customer is subject to a twenty percent (20%) handling charge.
4. **DELAY:** All orders are accepted subject to delays due to strikes, fire, flood, shortages of material, delays in transit, force majeure, government priority or other regulation or other cause beyond our control. Kalwall assumes no responsibility for delays occasioned by default of payment terms on prior invoice. Kalwall shall not be liable for consequential or special damages resulting from any cause whatsoever.
5. **TIME PENALTIES:** Acceptance of orders by Kalwall is without obligation on our part as to delivery date by carriers or failure of contractors or suppliers to complete work within specified time.
6. **DAMAGE IN TRANSIT:** Kalwall assumes no responsibility for damage in transit. Before receiving goods from the transportation company, demand that you get a packing list. If shipment is short or damaged, refuse the goods until the transportation agent notes the shortage or damage in writing on the freight receipt which you should require of him. Watch for hidden damage and inspect all items fully. In case of injury or shortage claim must be made by customer on carrier without delay.
7. **WARRANTIES:** Kalwall warrants that its products will meet its established standard of manufacture as to materials and workmanship. In all claims, liability is limited to replacement of the invoice value of any material claimed to be defective. EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, OR ANY CONTAINED ON THE FACE OF THIS DOCUMENT, KALWALL DISCLAIMS ALL WARRANTIES ON ITS PRODUCTS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS: AND THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF KALWALL FOR DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCTS PURCHASED HEREUNDER.

In purchasing these materials the customer has determined that they are fit for the intended use and assumes all risk and liability whatsoever resulting for the use of such materials, whether used singly or in combination with other substances. The materials purchased hereunder shall be examined and tested upon receipt thereof, and before the materials are used and within (30) days from such receipt, the customer shall notify Kalwall in writing of any claims on account of shortage or quality thereof. Failure to so notify Kalwall shall constitute a waiver of all claims with respect to the materials, and in any event the use of the materials by customer shall be deemed to mean satisfactory performance on the part of Kalwall. No claim of any kind (whether as to materials delivered or for non-delivery of materials) shall be greater in amount than the purchase price of the materials covered hereby with respect to which damages are claimed.

8. **TAXES:** Prices do not include any applicable sales, use, excise, or any other tax. Customers exempt from such tax will furnish certification of exemption. Any applicable taxes will be added to the invoice and the customer agrees to pay same. Any taxes of any nature whatsoever, now or hereafter, levied, imposed, or charged against Kalwall by any Government, Federal, State, Municipal or other public authority, either directly or indirectly, as a result of this transaction, is to be paid by the customer.
9. **BACK CHARGE:** Under no circumstances will Kalwall recognize, honor or assent to back charges of any nature whatever, unless previously authorized in writing.
10. **RETAINAGE:** It is agreed that no retainage is allowed on this sale for labor, or materials and that invoices will be paid in full within the thirty day period specified.
11. **FINALLY:** There are no promises, agreements or understandings between Kalwall and customer not contained on this document. Should customer use his own form to make a purchase based on this quotation, the conditions contained herein shall be deemed to be incorporated in said order or contract.
12. **FULL PAYMENT:** Any payment for merchandise covered by this invoice that contains a restrictive endorsement, does not constitute an accord and satisfaction nor a waiver of any rights that we have to receive full payment.