

Supplemental Terms and Conditions of Sale

1. Applicability.

(a) These Supplemental Terms and Conditions of Sale shall constitute the “Supplemental Seller T&Cs” under and as defined in the Master Terms and Conditions of Sale (the “Master T&Cs”), which shall apply to all sales of Goods and Services (each as defined in the Master T&Cs) by Sherwood-Logan and Associates LLC (“Seller”). Unless otherwise defined in these Supplemental Seller T&Cs, capitalized terms used in these Supplemental Seller T&Cs shall have the respective meanings assigned to them in the Master T&Cs.

(b) In the event of a specific, express conflict between or among the provisions of the Sale Document, the Master T&Cs, and these Supplemental Seller T&Cs, such provisions shall prevail according to the following order of priority to the extent (but solely to the extent) of such conflict: (i) *first*, the Sale Document; (ii) *second*, these Supplemental Seller T&Cs; and (iii) *third*, the Master T&Cs. Notwithstanding the foregoing, if (but only if) there exists (and remains in effect) a definitive written contract specifically signed by both Parties which expressly states that it governs the sale of the Goods and/or Services governed by these Supplemental Seller T&Cs, notwithstanding the existence of the Sale Document, these Supplemental Seller T&Cs, and the Master T&Cs, then the terms and conditions set forth in such contract shall prevail to the extent (but solely to the extent) they expressly conflict with such Sale Document, these Supplemental Seller T&Cs, and the Master T&Cs.

2. Subject to the other warranty qualifications, limitations, conditions, and exclusions specified in the Master T&Cs, Seller-Manufactured Goods are warranted to be free from defects in materials and workmanship for a period commencing upon the shipment of such Goods to Buyer and ending 12 months after such shipment.

3. Section 2 of the Master T&Cs is supplemented with the following:

(a) Relating to capital projects: (i) progress payments shall be required from Buyer in accordance with the following invoicing milestones: ten percent (10%) of the Total Purchase Price upon submittal, and ninety percent (90%) of the Total Purchase Price upon shipment; (ii) any retainage held shall be paid within thirty (30) days of Seller’s completion of its scope of supply.

(b) System check-out and start-up is generally included, unless specifically excluded. However, such Services will not be performed until after ninety-five percent (95%) of the Total Purchase Price is paid. Three (3) weeks advance notice is required to arrange for start-up service. Buyer’s failure to provide such three (3) weeks advance notice may result in additional charges for emergency response. It is Buyer’s responsibility to ensure that water and electric service are installed and available. Should a Seller-provided service technician arrive at the job site as scheduled and be unable to perform the applicable Services due to incomplete piping, water or electrical installation, Buyer agrees to additionally pay Seller for lost time at Seller’s prevailing rates.
