

## Genesis Systems, Inc.

### Terms and Conditions of Sale

1. **Purchase Orders** – Please direct your purchase order to:  
Genesis Systems, Inc.  
1501 10<sup>th</sup> Street – Suite 100  
Plano, TX 75074
2. **Payment** – Payment is due 100% net 30 days after shipment. Retention is not acceptable. Orders will be entered upon Buyer's credit approval.
3. **Taxes** – Quoted price excludes any sales, use or other taxes. Where applicable, all taxes will be billed to Buyer at time of shipment unless Buyer provides proper exemption documentation.
4. **Shipments** – Quoted price is F.O.B. shipping point with freight PPA. Buyer shall note any damages on trucker's bill of lading and shall pursue claims directly with carrier for any products received which have been damaged in transit. Each shipment is accompanied by a packing list. Buyer shall check shipment against packing list and report shortages and discrepancies in writing to Seller within 5 business days after receipt of shipment.
5. **Delivery** – Quoted shipping dates are estimates only based on shop loads and lead times of materials from outside vendors. Seller will meet quoted schedules or reflect current schedules with order acknowledgment. Seller shall not be responsible for delay in deliveries due to any cause beyond Seller's reasonable control.
6. **Cancellations/Delays** – A cancellation charge based on Seller's loss shall be assessed. All cancellations must be in writing. Quoted prices are subject to change if shipment is delayed beyond scheduled shipping date due to Buyer's delay.
7. **Warranty** – Seller warrants that, at its option, it will repair, replace or refund the unit purchase price of any products which are non-conforming due to seller's material or workmanship during the warranty period. The warranty period shall be 12 months after date of shipment. This shall be Buyer's sole remedy. In order to maintain this product warranty, Buyer must give written notice to Genesis Systems, Inc. prior to any work being performed.

IN CONSIDERATION OF THE FOLLOWING, SELLER EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LIQUIDATED OR CONCEQUENTIAL DAMAGES WILL NOT BE ACCEPTABLE.

Seller does not warrant water operated metallic cylinders against damage caused by corrosion, electrolysis or mineral deposits. In no event shall warranty include the cost of the valve removal or reinstallation.

8. **Damages** – Seller shall not be liable for Buyer's loss of profit, indirect, liquidated, incidental or consequential damages, regardless of the theory of liability. Seller's total liability hereunder shall not exceed the unit purchase price of the products.
9. **Legal Action** – Any action by the Buyer under this agreement must be commenced within 1 year after the cause of action has accrued. Texas law shall govern this agreement. Buyer consents to jurisdiction in Texas.
10. **General** – This is the entire agreement. Any modifications of this agreement must be confirmed in writing. Seller's waiver of any performance under this agreement shall not constitute a waiver of any other performance.