

**THE WILLIAMS-CARVER COMPANY, INC.**  
**SALES ORDER TERMS AND CONDITIONS OF AGREEMENT**

This Sales Order Terms and Conditions of Agreement (the "Agreement") is appended to and incorporated in its entirety by reference within any Sales Order for which goods, services, or both are accepted by the Owner as the Owner is defined hereunder.

1. The purchaser of the goods or services, or both, itemized to the quotation to which this is appended (sometimes referred to herein as the "Sales Order") shall be hereinafter referred to as "Owner". In the event the Owner has not executed a Sales Order, acceptance by the Owner of any labor, materials, goods, or services delivered in accordance with Sales Order shall be deemed to constitute agreement by Owner to all the payment, terms, provisions, covenants, agreements, and obligations of this Agreement.
2. The Williams-Carver Company, Inc., hereinafter referred to as "Williams-Carver" agrees to sell and Owner agrees to purchase all labor, materials, goods, and services itemized on the reverse side hereof or as set forth within any Sales Order processed by Williams-Carver for the benefit of Owner to which this Agreement is in any way appended. At the option of Williams-Carver, title to, and right to possession of, any materials and goods purchased hereunder shall remain vested in Williams-Carver until Owner has paid Williams-Carver in full therefor. Risk of loss, however, shall transfer to Owner upon deliver by Williams-Carver to a common carrier for shipment to Owner. This Agreement will not be legally binding on Williams-Carver until an officer of the corporation executes this Agreement or until such time as Williams-Carver has delivered good or services in reliance hereon. Owner recognizes that a sales representative of Williams-Carver is not authorized to legally bind Williams-Carver.
3. Owner hereby agrees to pay to Williams-Carver the amount shown and in accordance with the payment terms as noted on the Sales Order. A service charge of one- and one-half percent (1-1/2%) per month may be added to all late payments.
4. Owner shall be responsible for the payment of and shall pay before any delinquency thereof and before any penalties accrue thereon, all taxes, duties, government charges and assessments which may be levied or assessed against Williams-Carver or against or in respect of the goods or services, or both, or transfer of possession thereof to, or use thereof by, Owner, included but not limited to, any ad valorem, sales, use, consumers, transportation, excise, privilege, or registration tax, fee, duty or assessment now or hereafter imposed, levied, or increased by or under the authority of any foreign, federal, state or local law, rule or regulation to which Williams-Carver or Owner or the goods or services, or both may be subjected by reason of the sale of all labor, materials, goods or services hereunder. In the event that Williams-Carver shall pay any such taxes, duties, fees or assessments, Owner shall upon demand, promptly reimburse Williams-Carver for such amounts.
5. **OWNER AGREES IT SHALL HAVE NO RIGHT OF REMEDY AGAINST WILLIAMS-CARVER FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS ARISING OUT OF OR RELATED IN ANY WAY TO PERFORMANCE, INCLUDING, BUT NOT LIMITED TO, DELAYS DUE TO STRIKES FIRES, ACCIDENTS, ACTS OF GOD, AND DELAYS IN PERFORMANCE BY WILLIAMS-CARVER'S SUBCONTRACTORS, SUPPLIERS OR CARRIERS.**
6. In the event of any claimed breach or default by Williams-Carver, the SOLE AND EXCLUSIVE right and remedy of Owner is limited to a claim against Williams-Carver to provide the labor, materials, good or services required to be provided under this Agreement. In order to exercise its rights, as set forth in this paragraph, Owner must not be in default of any covenants, agreements and obligations of Owner under this Agreement. Williams-Carver, at its option, may satisfy its obligations by refunding to Owner the proportionate cost of any labor, materials, goods or services not performed in accordance with this Agreement.
7. If Owner fails to pay or to perform in accordance with the terms and conditions hereof or within any Sales Order any covenant or condition incumbent upon it hereunder, or if Williams-Carver shall deem its rights to collect all sums due to it to be insecure, or if Owner shall become bankrupt or insolvent or seek or suffer the appointment of a receiver to take charge of Owner's property or affairs, Williams-Carver may at its option terminate this Agreement immediately and without notice to Owner. Williams-Carver shall, with or without terminating this Agreement, have the right to recover from Owner all sums due and to become due Williams-Carver under this Agreement together with the amount of any damages, injuries and expenses, including but not limited to, attorney's fees and expenses incurred in enforcing its rights hereunder and in satisfying Owner's obligations hereunder.
8. Williams-Carver shall have all rights and remedies afforded by applicable law.
9. This Agreement and the Sales Order, together, is the final, complete and exclusive statement of the Agreement between the parties hereto and may not be modified, supplemented or explained in any way except by an instrument in writing executed concurrently or subsequent to the execution of this Agreement and signed by a duly authorized representative of Williams-Carver.
10. This Agreement shall be governed by the laws of the State of Kansas. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof and Owner consents to jurisdiction in the state or federal courts of Kansas for any action arising out of this Agreement.
11. The failure of Williams-Carver to insist on the performance of any of the terms, or to exercise any right or privilege or its waiver of any breaches shall not thereafter waive any other breach or waive any such term, conditions or rights or privileges it might otherwise have hereunder.
12. Williams-Carver is only obligated to perform the work as scheduled by Williams-Carver.
13. In the event of an Emergency Call, Williams-Carver shall make a good faith effort to meet the Owner's need but no guaranty of the time of performance is made and Owner shall be responsible to pay any and all overtime or premium charges for such work.
14. Owner shall provide without charge to Williams-Carver for any service to be performed (i) sufficient and proper space for handling and storing the materials and equipment of Williams-Carver; (ii) all necessary utilities and facilities; (iii) removal of all obstructions so that Williams-Carver's work can be performed as economically as possible; and (iv) free and easy access to all parts that are to be worked on by Williams-Carver. If owner fails to comply with the immediately preceding sentence, Williams-Carver has no obligation to perform under this Agreement.
15. Owner shall allow Williams-Carver to perform the work required hereunder in the manner and method Williams-Carver deems necessary and shall allow Williams-Carver to test all equipment in the manner and method Williams-Carver deems necessary, including, but not limited to turning the equipment on and off as needed. In the performance of the work under this agreement, Williams-Carver shall comply with all federal, state and local laws including the handling and storage of hazardous material as defined by federal, state or local laws.
16. With respect to any changes or alterations, or additional work, or additional or extra equipment, Owner agrees to pay Williams-Carver (in addition to the contract price stated on the reverse side hereof or within a Sales Order to which this Agreement is appended) the amount which Williams-Carver and Owner agree upon in writing. If Williams-Carver and Owner cannot agree, Williams-Carver shall have no obligation to perform such changes or alterations, or additional work, or provide extra equipment, and Williams-Carver may terminate this Agreement. Notwithstanding anything to the contrary in this paragraph, If Williams-Carver makes an Emergency Call, and Williams-Carver determines that such emergency is in addition to the work to be performed under this Agreement, Williams-Carver may, but shall not be required to, perform such emergency work and, if Williams-Carver does so perform, then Owner agrees to pay Williams-Carver its then prevailing rates for such emergency work.
17. The obligations of Williams-Carver under this Agreement are expressly contingent upon the Owner's mechanical system being in good, operating, maintainable condition if the initial inspection of initial seasonal startup is performed by Williams-Carver and Williams-Carver determines that repairs are required, Williams-Carver will provide the Owner with a written proposal to make the repairs necessary for Owner's mechanical to be in good, operating, maintainable condition. If Owner rejects Williams-Carver's proposal and does not allow Williams-Carver to do repair, Williams-Carver may terminate this Agreement.
18. Notwithstanding anything to the contrary herein, Williams-Carver has no obligation and expressly disclaims any responsibility with respect to: (a) repairs and replacement of equipment not normally mechanically maintainable, including, but not limited to ductwork, boiler shell and tubes, cabinets, boiler refractory material, heat exchangers, main power service and electrical wiring, piping, tube bundles, valve bodies, coils, structural supports, oil storage tanks, casings, fixtures, grillage and tower fill, and (b) design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Owner), failure of Owner to properly operate or maintain the system(s), requirement of governmental, regulatory or insurance agencies, and any other causes beyond control of Williams-Carver.
19. Owner shall permit only Williams-Carver's personnel or its authorized agents to perform the work included in this scope of this Agreement, and if Owner breaches this provision, Williams-Carver may, at its option terminate this Agreement.
20. **WILLIAMS-CARVER MAKES NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES (IF ANY) SET FORTH IN THE AGREEMENT. WILLIAMS-CARVER DISCLAIMS ANY AND OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**