

ADDITIONAL TERMS AND CONDITIONS

Phone: 336-591-9164 Email: mark@mwdfab.com Website: www.mwdfab.com

Prices

Prices are subject to change or withdrawal without notice. Prices quoted are F.O.B. Walnut Cove, NC. <u>Quotes are valid for 14 days from Date on estimate due to material volatility in the marketplace</u>.

Terms

Terms are subject to the approval of MWD, Inc.'s credit department. For buyers on open account, terms will be Net 30 days from the date of invoice. Buyers may request additional terms to Mark Hopkinson, CFO (mark@mwdfab.com). Materials left at MWD Inc, after 90 days from completion will not be guaranteed. If you have delays, please let us know to make other arrangements for storage.

Disputes

In the event the buyer has a dispute with an invoice or invoice amount, buyer must notify MWD Inc. in writing within (10) days of receipt of invoice. The buyer has (3) days from delivery of materials to notify MWD Inc. in writing of any discrepancies or errors concerning the order. Send disputes to mark@mwdfab.com.

Change Orders

All change requests must be submitted **in writing** to MWD Inc.

Warranty

MWD Inc., warrants only the products fabricated by MWD Inc. to be free from defects in material and workmanship at the time of shipment. MWD Inc.'s liability under this warranty is limited to repairing or replacing at MWD Inc. discretion and option, to be found defective within 12 months from date of shipment. All replacement parts will be made free of charge. MWD Inc. is not liable for labor costs involved in the installation of warranted products unless MWD Inc. installed the products initially. In no event shall MWD Inc. be held liable for consequential damages. There are no other warranties, either expressed or implied, besides those set forth herein. MWD Inc. does not assume nor authorize anyone else to assume for it any other obligation or liability in connection with the sale of said products. MWD Inc. liability on any claim of any kind, including negligence, for loss or damages arising out of or connected with the manufacture, sale, delivery, repair or use of any products or services provided by MWD Inc. shall in no case exceed the price allocable to the product or service or part there of which gives rise to the claim.