



AIR COMPRESSOR SALES & SERVICE 4019 SOUTH MURRAY AVE.  
ANDERSON SC, 29624  
(864) 296-8885 FAX (864) 296-1228

**TERMS AND CONDITIONS OF SALE NOTICE: ALL SALES BY RON WHITE'S AIR COMPRESSOR SALES, INC. ("SELLER") ARE SUBJECT TO AND CONDITIONED UPON PURCHASER'S ACCEPTANCE OF THE TERMS CONTAINED IN THIS DOCUMENT. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY PURCHASER ARE OBJECTED TO BY AND WILL NOT BE BINDING UPON SELLER UNLESS SPECIFICALLY ASSENTED TO IN WRITING BY SELLER. AS USED IN THESE TERMS AND CONDITIONS OF SALE, "PRODUCTS" MEANS THOSE PRODUCTS SET FORTH IN THE ATTACHED DOCUMENT(S).**

I. Acceptance. All orders received by SELLER are subject to final acceptance or confirmation by SELLER and no terms or orders are binding upon SELLER until so accepted.

II. Deliveries. Unless otherwise specified by SELLER in writing, all deliveries are F.O.B. SELLER'S warehouse in Anderson, SC (UCC Terms). All deliveries shall be via common carrier or some other reasonable means chosen by SELLER. All risk of loss to Products sold shall pass to Purchaser upon delivery by SELLER of such Products to a common carrier. Delivery is conditional on the timely receipt by SELLER of documents necessary for the completion of the order, any down payment, and Purchaser's compliance with these terms only, and partial deliveries are permissible. All delivery schedules are estimates only, and SELLER will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of Products, or for any damages suffered by Purchaser by reason of such delay. Delivery is subject to Purchaser maintaining credit satisfactory to SELLER. SELLER may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to SELLER in its discretion, of Purchaser's ability to pay. Failure to provide such assurances shall entitle SELLER to cancel this contract without further liability or obligation to Purchaser.

III. Prices. Unless otherwise specified by SELLER in the attached document(s), prices and quantities are quoted F.O.B. SELLER'S warehouse in Anderson, SC (UCC Terms). Prices are subject to change by SELLER without notice to Purchaser, and only those prices set forth on the attached document(s) will apply to the order. Unless otherwise specified by SELLER in the attached document(s), prices do not include installation, training, setup or other similar services. Prices do not include sales, use, excise, privilege or any similar tax levied by any government, and Purchaser shall pay any such applicable tax. Upon the request of SELLER, Purchaser shall provide SELLER a tax exemption certificate acceptable to the appropriate taxing authorities.

IV. Terms of Payment. Unless otherwise specified by SELLER in the attached document(s), the purchase price shall be due in full by Purchaser within thirty (30) days of invoice date after delivery, testing, and inspection by REI. No partial payment by Purchaser shall constitute an accord and satisfaction or otherwise satisfy the entire outstanding balance of any invoice of SELLER, notwithstanding any notation or statement accompanying that payment. Extension of credit, if any, may be changed or withdrawn by SELLER at any time. Invoices not paid within thirty (30) days after their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance in the amount of one and one half percent (1.5 %) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less. Purchaser shall reimburse SELLER for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by Purchaser to SELLER. Purchaser may not hold back or set off any amounts owed to SELLER in satisfaction of any claims asserted by Purchaser against SELLER. Time is of the essence with respect to this provision.

V. Returned Products and Claims. Within fifteen (15) days after Purchaser's receipt of Products sold, Purchaser must give written notice to SELLER of any claim by Purchaser based upon the condition, quantity, or grade of the Products sold or of any claimed nonconformity with Purchaser's specifications, and the notice must indicate the basis of the claim in detail. Purchaser's failure to comply with this paragraph shall constitute irrevocable acceptance by Purchaser of the Products delivered and shall bind Purchaser to pay to SELLER the full price of such Products. Products sold shall not be returned without SELLER's prior written consent, and transportation charges for return shall not be paid by SELLER unless authorized in advance. Products that have been shipped outside of the United States are not subject for returns. SELLER will not authorize any returns for these products. Purchaser will be fully liable for payment of these products.

VI. Cancellation/Changes. Purchaser may not cancel or change an order once placed with and accepted by SELLER except with the prior written consent of SELLER and upon terms that will indemnify SELLER against any loss. SELLER may correct mathematical or clerical errors.