



AGREEMENT AND TERMS AND CONDITIONS FOR PROVISION OF SERVICES, GOODS, AND MATERIALS

This Agreement and its Terms & Conditions govern all sales by Seller to Buyer, whether or not Buyer presents additional or different terms to Seller, in a Purchase Order, or in any other document. Seller shall only be bound to different terms if an authorized representative of Seller agrees, in writing, to such changes to these Terms & Conditions.

- 1. ACCEPTANCE; TERMINATION: Acceptance of any order is subject to credit approval by Seller...
2. PRICES AND TAXES: Buyer agrees to pay the prices quoted by Seller...
3. PAYMENT: Pricing and payment terms for the goods, materials, and services provided by Seller...
4. TITLE AND RISK OF LOSS OR DAMAGE: All sales are F.O.B., point of shipment...
5. QUOTATIONS: All quotations expire three (3) days from the date of the quotation...
6. RETURN OF PRODUCTS AND ORDER CANCELLATION: Buyer shall accept returns of normal stock Goods...
7. INTERPRETATION RESPONSIBILITY: Seller does not guarantee that its Goods conform to any plans and specifications...
8. DELIVERY: Factory shipping dates given in advance of actual shipment are approximate and not guaranteed...
9. EXCUSABLE DELAYS: Seller shall have no liability to Buyer if Seller's performance and/or delivery of goods or materials is delayed...
10. Waiver of Consequential Damages. In no event shall Seller be liable to Buyer...
11. NO PROFESSIONAL DESIGN/ENGINEERING LIABILITY - Seller is not a licensed engineering or design professional...

- employees, predecessors, successors, parents, subsidiaries, partners, directors, officers, shareholders, members, principals, trustees, affiliates, agents and assigns...
12. INDEMNITY: Buyer will defend, indemnify, and hold Seller harmless from and against any and all claims, suits, demands, damages, losses, costs, expenses...
13. PRODUCT USE AND SAFETY: SELLER DOES NOT GUARANTEE THAT THE GOODS MEET BUYER'S OR BUYER'S CUSTOMERS PLANS AND SPECIFICATIONS...
14. WARRANTIES: (a) SELLER'S WARRANTIES: Seller warrants that all Goods sold are new and free and clear of any security interests or liens...
15. LIMITATIONS OF LIABILITY: UNLESS APPLICABLE LAW OTHERWISE REQUIRES, AND SUBJECT TO OTHER PROVISIONS OF THESE TERMS AND CONDITIONS...
16. CLAIMS: Claims for any nonconforming Goods must be made by Buyer, in writing, within ten (10) days of Buyer's receipt of such Goods...
17. ANTI-MONEY LAUNDERING RESTRICTIONS: Seller rejects questionable orders and payments: Except for pre-approved credit arrangements...
18. GOVERNING LAW: These Terms & Conditions and all disputes relating to it shall be governed by the laws of the State of Indiana, United States of America...
19. DISPUTES: Any claims, disputes, or controversies between the parties arising out of or relating to this Agreement and/or Terms and Conditions, or breach thereof...

Application must be signed by Officer(s) or Owner(s)

Company Name

X

Authorized Signature

Please Print Name and Title

Date

Signature authorizes Academy Energy Group to check the Applicant's and any Guarantor(s)' credit and for references on this application to release credit information.