TAXES AND FEES. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value-added tax, duty, custom, inspection or testing fee or any other tax, fee, interest or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Seller and buyer shall be paid by buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such tax, fee, interest or charge, buyer shall reimburse Seller therefor.

SHIPMENT, RISK OF LOSS AND TITLE. Unless otherwise specified by buyer, Seller shall place the goods in the possession of such a carrier and make such a contract for their transportation as may be reasonable, having regard for the nature of the goods and commercial standards. Risk of loss of the goods shall pass to buyer at the time the goods are tendered for shipment.

DELIVERY, CLAIMS. Buyer shall bear all expenses paid or incurred by Seller in delivering the goods. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated on the attached document; all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve buyer of its obligations to accept remaining deliveries. All delivery dates are approximate. All claims for shortage, loss or damage must be made within five (5) days after delivery of the goods with respect to which the claim is made, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by buyer. Any claims for loss or damage to goods in transit shall be made to the carrier and not to Seller.

FORCE MAJEURE. Seller shall not be liable for any damage as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including, without limitation, any act of God, act of buyer, embargo or other governmental act, regulation or request, fire, flood, drought, war, riot, delay in transportation or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay the date of delivery shall be extended for a period equal to the time lost because of the delay. Buyer's exclusive remedy for such delays and for Seller's inability to deliver for any reason shall be rescission of this agreement.

CONTAINERS. All returnable containers used in connection with shipments of Seller's goods are the property of Seller and are loaned to buyer. Buyer shall use such containers only for reasonable storage of Seller's goods originally delivered therein and shall upon Seller's request return at Seller's expense such containers in good condition when empty.

MODIFICATION/SUSPENSION. Cancellation, modification, suspension or delay in shipment of buyer's order will not be accepted on terms that will not fully indemnify and reimburse Seller against loss or damage caused by such indemnity to include recovery of all direct costs incurred, including normal indirect and overhead charges and a normal profit.

CREDIT APPROVAL. Shipments, deliveries and performances of work shall at all times be subject to the approval of Seller's credit department. Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or upon such other terms and conditions satisfactory to such department.

SELLER'S WARRANTY. Unless specifically agreed to otherwise by the Seller in writing, Seller warrants its products to conform to its specifications at the time of shipment. Seller will refund in full the purchase price for or replace, at its option, any product found to be defective in such respects and reported to seller within 90 days of shipment from Seller's location, except for Chase Construction products which will be for 1 year from the date of initial shipment to the initial purchaser. This warranty shall not apply to any product subjected to misuse, improper installation, repair alteration, neglect, accident, abnormal conditions of operation, or use in any manner contrary to instructions. Buyer shall not return any product to which a claim is made without prior authorization of Seller and buyer shall afford Seller prompt and reasonable opportunity to inspect any such products. Seller reserves the right to determine the cause and existence of any defect under this warranty.