

Vaughn Concrete Products, Inc.
Terms and Conditions for Sale of Storm Shelters

- 1.) Acceptance of orders whether oral or written, is based on the express condition that buyer agrees to all of the terms and conditions herein. Acceptance of delivery by buyer will constitute buyer's assent to said terms and conditions. These terms and conditions represent the complete agreement of the parties and no terms or conditions in any way adding to, modifying, or otherwise changing the provision stated herein shall be binding upon seller unless made in writing and signed and approved by an officer of seller. No modification of any of these terms will be effected by seller's shipment of goods following receipt of buyer's order.
- 2.) Payment in full is required prior to delivery or after installation. Failure to make payment immediately after installation will result in significant additional costs. Prices are subject to change without notice. Any promotional discounts, rebates or any other offer must be mentioned at time of order to be eligible for the offer.
- 3.) Cancellation: Orders for Special Order Shelters may not be cancelled. Orders may be cancelled up to 24 hours prior to delivery with out cost to customer. Any order which is cancelled with less than 24 hours notice, will result in charges to the customer for loading, unloading, and other involved costs.
- 4.) All Federal, State and Local sales, use or similar taxes and excises of any nature whatsoever now or hereafter levied by governmental authority upon the sale or transportation of any goods covered hereby shall be paid and borne by buyer.
- 5.) THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION SET FORTH IN THE LIMITED WARRANTY ATTACHED HERETO AND INCORPORATED HEREIN, EXCEPT FOR SUCH EXPRESS WARRANTY AS HEREIN PROVIDED, SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, VERBAL OR IN WRITING, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USAGE OF TRADE, AND ANY OTHER WARRANTIES OF WHATEVER KIND, NATURE, EXTENT OR TYPE, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT.
- 6.) Buyer shall familiarize themselves with the characteristics of the product, and shall comply with all instructions, warnings, laws, regulations and standards applicable to the possession of the product.
- 7.) Determination of the suitability of the product for the uses and applications contemplated by buyer and others shall be the sole responsibility of the buyer. Buyer assumes all risks and liabilities for results obtained by the use of the product, whether used singly or in combination with other material. Any suggestions or recommendations made by seller concerning uses or applications of the product are believed to be reliable, but the seller makes no warranty or guarantee of results to be obtained since the conditions of the use and application by buyer and others are beyond seller's control.
- 8.) NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR CONTIGENT DAMAGES OR INJURY, WHETHER TO PERSON OR PROPERTY, OR ANY OTHER CLAIM OR DEMAND WHATSOEVER. SELLER'S LIABILITY HEREUNDER IN ANY CASE IS EXPRESSLY LIMITED TO THE REPLACEMENT (IN THE FORM ORIGINALLY SHIPPED) OF GOODS NOT COMPLYING WITH THIS AGREEMENT, OR AT SELLER'S ELECTION, TO THE REPAYMENT OF, OR CREDITING BUYER WITH, AN AMOUNT EQUAL TO THE PURCHASE PRICE OF SUCH GOODS.
- 9.) All risk of loss, damage and other incidence of title and ownership shall pass to Buyer upon arrival at Buyer's premise or site.
- 10.) Seller shall not be liable for delays in shipment or default in delivery for any cause beyond seller's reasonable control. In the event of any delay in seller's performance due in whole or in part to any cause beyond seller's reasonable control, seller shall have such additional time for performance as may be reasonably necessary under the circumstances. Acceptance by buyer of any goods shall constitute a waiver by buyer of any claim for damages on account of any delay in delivery of such goods.
- 11.) Claims related to non-conforming product shall be made in writing within thirty (30) days after discovery thereof. Buyer's failure to give seller written notice of any claim within the applicable time period shall constitute an absolute and unconditional waiver of such claim.
- 12.) This agreement cannot be terminated, and goods cannot be returned, without seller's prior written consent.
- 13.) This agreement and all rights and the laws of the state in which the unit was manufactured hereunder, including matters of construction, validity, and performance, shall govern obligations.

Customer has received a copy of both (2 pages total) the Terms and Conditions of Sale and the Limited Warranty _____ Yes _____ No

Customer Signature

Date