

Terms and Conditions of Sale

This Agreement is between Traffic Control Corporation (hereinafter referred to as "TCC"), extending credit and the Applicant named below ("Buyer"). These terms and conditions along with the terms and conditions on TCC's invoice and delivery ticket which are incorporated by reference (together referred to as "TERMS") represent the entire agreement between the parties. No other terms, including those on Applicant's purchase order which are different, may add to, modify, supersede or otherwise alter the TERMS without express written approval signed by an officer of TCC. All other terms are hereby rejected.

All references in this document to "TCC" shall include each subsidiary or division of Traffic Control Corporation whether or not specifically identified herein.

Payment terms are net thirty (30 Days) from date of invoice. Delinquent accounts shall bear interest of one percent (1%) per month. If Buyer is in default for non-payment, then in addition to other remedies, Buyer agrees to reimburse TCC for all cost of collections, including reasonable attorney's fees. If TCC believes in good faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to pay any invoice when due, TCC may suspend delivery of any pending order or any remaining balance thereof until such payment is made or cancel any order or remaining balance thereof, and Buyer shall remain liable to pay for any products already shipped and all non-standard products ordered by Buyer. TCC will not be held liable for any liquidated or other damages resulting from suspension or cancellation of orders. C.O.D. or Credit Cards are accepted for payment of goods in all other cases.

Accounts over 45 Days will be placed on credit hold and remain so until brought current including Service Charges. Orders on credit hold will be pulled from production and will only be rescheduled for shipment after release from credit hold.

New Accounts should allow a minimum of 10 business days to apply for credit. A minimum initial order of \$1000.00 is required to open an account. As a service to our customers, TCC does not have a minimum billing.

Prices do not include sales or other taxes imposed on the sale of goods. Any such Taxes now or hereafter imposed upon the sale of goods or shipments will be added to the price. Buyer shall reimburse TCC for any such tax or provide TCC with acceptable tax exemption certificate on or before the shipment.

All shipments will be F.O.B. shipping point unless otherwise stated on TCC's quote. TCC will not ship in any special manner or insure shipments against loss or damage unless requested by the Buyer in writing, and then at Buyer's expense. Delivery dates are approximate and are not a guaranty of any particular delivery date. If shipments are postponed more than thirty (30) days due to request or fault of the Buyer, TCC will not guaranty storage. In the event TCC agrees to store goods, they will be stored at Buyer's risk and expense. TCC is very diligent in selecting the most competent and economical carrier. However, upon written request, TCC will use a carrier of your specific choice.

Upon request, TCC will provide quotes for itemized products or projects. Please reference Quotation # and Project # when ordering. Prices are firm for 30 days from date of quotation or agency published bid date unless stated otherwise. Prices may change on some products due to market conditions. Orders cancelled for stock items will be assessed the greater of \$20.00 or 15% of net value. Orders cancelled for non-stock items will be assessed the greater of 20% of net value or actual cost. Orders cancelled for special or custom products are subject to the specific manufacturer's restock policies.

In order to expedite handling, a Returned Material Authorization (RMA) must be issued by TCC and accompany all returned goods. The RMA shall be included as the packing list with the returned goods. TCC shall assess a 20% restocking fee plus freight charges unless return of goods was due to an error by TCC. Replacement goods shall be invoiced at time of shipment and returned goods shall be credited at time of receipt by TCC.

TCC shall not be liable for failure to fulfill its obligations herein or for delays in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, riots, war acts of terrorism, delays in transportation or inability to obtain labor or materials through regular sources. Seller's time for performance of any such obligation shall be extended for the time period of such delay of TCC may, at its own option, cancel any order or remaining part thereof without liability by giving notice of such cancellation to Buyer.

Disclaimer of Warranty

TCC warrants to Buyer that goods and services sold for use (except when used for personal purposes) hereunder will be free from defects in material and workmanship which appear within one (1) year of the date of shipment to the original Buyer, provided that Buyer notifies TCC in writing of the defects covered by this warranty within thirty (30) days of their first appearance. TCC's maximum obligation is to repair or replace goods which are proved to be defective. All warranty work is performed at factory.

This limited warranty is made only as to those components manufactured solely by TCC. Components of or accessories for equipment furnished by TCC but manufactured by other manufacturers shall carry whatever warranty, if any such manufacturers have conveyed to TCC and which can be passed on to Buyer.

These warranties and remedies do not apply to any products or parts that have been subject to misuse (including any use in violation of TCC's or the manufacturer's instructions), and neglect (including inadequate maintenance, improper storage, incorrect installation or that have been damaged in transit).

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND THERE ARE NO WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS SOLD EXCEPT AS SPECIFICALLY SET FORTH ABOVE. ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY OTHER IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED, AND NO SUCH WARRANTIES ARE EXTENDED HEREIN.

TCC WILL NOT, UNDER ANY CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES including, but not limited to, loss of profits, revenues, loss of use or damage to any associated equipment, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of Buyer's customers.

LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM, OR CONCERNING ANY ASPECT OF THIS AGREEMENT OR FROM THE PRODUCTS OR SERVICES FURNISHED HEREUNDER, SHALL NOT EXCEED THE PRICE OF THE SPECIFIC PRODUCT OR SHIPMENT THAT GIVES RISE TO THE CLAIM. This warranty is void if payment in full is not made in accordance with the invoice terms. Warranty periods become effective the date of purchase unless stated otherwise.