



STANDARD TERMS AND CONDITIONS OF SALE AGREEMENT

All quotations of Industrial Ladder and Scaffolding, Inc. ("Seller") and purchase orders of Buyer ("Buyer") shall be subject to these terms and conditions of sale ("Terms and Conditions"). Buyer has read and understands these Terms and Conditions. Should Buyer accept Seller's quotation but use its own form for purchase, it is understood and agreed that these Terms and Conditions supersede any and all of the Buyer's terms and conditions.

PAYMENT: Payment terms are determined by Seller. Payment terms are NET 30 with a Seller approved line of credit, unless otherwise agreed upon in writing by Seller. Seller's approval of Buyer's credit application may be withheld in Seller's sole and absolute discretion. Payment to Seller is not contingent on payment to Buyer from any third party. No retention shall be withheld from any payment due to Seller. Payment is expected upon the provision of services/ receipt of goods. If Seller does not receive payment in full on any invoice within 30 days, late charges at 1% interest per month (12% per year) will be imposed on your unpaid balance after 30 days. Seller may submit progress billings or require Buyer to provide deposits for any order. Any expenses, including court costs, legal and administrative expenses, and attorney fees paid or incurred by Seller in endeavoring to collect the sums due by Buyer shall be paid by Buyer for Buyer's failure to pay in a timely manner or for any other breach of this contract by Buyer in the event Buyer's account is placed for collection.

FREIGHT: Any freight estimate given is not guaranteed as shipping rates change constantly. Freight is F.O.B. designated Seller's shipping point. It is the Buyer's responsibility to check material upon delivery and to properly note any damage or shortage on the carrier's Bill of Lading. It is the Buyer's responsibility to file a claim with the delivering carrier for any damaged or missing material. Claims for loss or damage to products in transit should be made to the carrier and not the Seller.

BUYER SUPPLIED SPECIFICATIONS: Buyer is required to confirm that any construction documents provided to Seller comply with all appropriate laws, codes, rules and regulations, and local ordinances. Plans and specifications provided to Seller are for design and construction purposes only. Buyer is responsible for all field measurements, scheduling and coordination with any trades affected by the merchandise purchased from Seller. Buyer shall provide all necessary plans, specifications, and other needed information to Seller in a timely manner if Seller is requested to prepare shop drawings.

STRUCTURAL CALCULATIONS and DESIGN: Structural calculations that are required by the construction documents are the sole and exclusive responsibility of the Buyer. All structural design and work necessary for the installation of Seller's goods, are the sole and exclusive responsibility of Buyer and/or third party(ies). Structural design must be structurally adequate to support Seller's goods. If additional structural support is required for the installation of Seller's goods, all costs and time impacts accompanying such structural support additions are the sole and exclusive responsibility of Buyer and/or third party(ies).

MOCK UPS and TESTING: Mock ups, testing, engineering, and other project related fees required for the project are excluded and are the sole and exclusive responsibility of the Buyer or third party.

BONDS, PERMITS and INSURANCE: The cost of permits, bonds, and insurance certificates are excluded from the Purchase Price and are the sole and exclusive responsibility of the Buyer.

TAXES: Buyer is responsible for payment of all applicable sales taxes, if any. Where taxes do not apply upon sale or resale, Buyer shall provide Seller with tax exemption certificates acceptable to the appropriate taxing authorities.

CANCELLATION/RETURNS: If Buyer cancels an order for goods in fabrication, Buyer shall be responsible for payment to Seller in the amount of the cost of all design, labor, materials, plus reasonable overhead on the cost of work performed up to the date of cancellation. Buyer shall pay Seller a minimum cancellation fee equal to ten percent (10%) of the agreed Purchase Price for orders that have been confirmed but that have not yet entered fabrication. ALL RETURNS are subject to a minimum 30% handling and restocking fee for materials returned in new condition at the discretion of Seller. Buyer is responsible for freight costs incurred to return the merchandise.