

Terms & Conditions

Terms and Conditions of Sale

G.A. Murdock, Inc.'s (GAM) product sales, descriptions, quotations, offers, acknowledgments, and acceptances are subject to and shall be governed exclusively by the terms and conditions stated herein (Agreement). The Purchaser's acceptance of any offer to sell is limited to the terms and conditions in the Agreement. Any terms or conditions in addition to, or inconsistent with those stated in the Agreement shall become part of the agreement between the Purchaser and GAM unless expressly accepted in writing by GAM. GAM's acceptance of any offer to purchase by the Purchaser is expressly conditioned upon the Purchaser's assent to all the terms and conditions in this Agreement, irrespective of any terms in addition to, or inconsistent with those contained in the Purchaser's offer. Acceptance of GAM's products shall in all events constitute such assent.

Payment Terms

GAM requires a complete credit analysis prior to shipping on an open account basis. Credit approval and non-delinquent account status are necessary before shipping on an open account. Open account terms are Net 30 days or Net 30 ACH. Delinquent accounts are subject to a 1.5% per month service charge on the unpaid balance. Other payment terms include: COD, Prepayment, MasterCard/Visa/American Express/Discover, 2% ACH. International terms are Prepayment via Money Wire or MasterCard/Visa/American Express/Discover.

Documents

GAM reserves the right to correct clerical or technical errors in documents. Unless provided otherwise in the Agreement, all catalog descriptions, pictures, drawings and literature or other information on performance, weights, measurements or other specifications provided by GAM are approximations and GAM reserves the right to alter or amend them at any time.

Advice

All advice given in connection with GAM's products is provided at no charge to the Purchaser. Any advice and assistance given by GAM to the Purchaser is given at the Purchaser's risk and GAM shall not be liable for any loss, damage or claim arising there from.

Order Acceptance

GAM reserves the right to accept or reject all orders. Possession of a price sheet or catalog shall not be construed as an offer to sell the product listed. GAM sells wholesale only and does not sell directly to consumers.

Prices

GAM products are sold at prices in effect at time of shipment, and are F.O.B. shipping point. These prices generally coincide with dated, printed price sheets found within this price list. We reserve the right to change prices without notice. The prices in this listing are effective as of March 1, 2011.

Order Confirmations

GAM will confirm all orders by e-mail or fax. It is the customer's responsibility to review the order confirmation and immediately notify GAM of any order corrections. GAM will assume the order is correct and will package and ship the order with the first available carrier.

Shipping

Shipping method should be specified on customer's purchase order, otherwise GAM will ship best method. GAM's standard shipping methods are UPS Ground, FedEx Ground, or Speedee Delivery. All other UPS or FedEx, or LTL services are available upon request.

Delivery

Stock items are generally shipped within one day. Special orders, large orders, or items not in stock will require additional lead time. Items out of stock are automatically backordered and shipped when received. GAM shall not be responsible for delays due to conditions beyond GAM's control.

Inspection and Rejection

GAM is not responsible for damage, shortage, or loss incurred during transit. Check shipments for damage before acceptance. Consignee is responsible for filing a claim with the freight carrier for any and all damage, shortage, or loss. The Purchaser must inspect the goods on arrival from the carrier.

Test and Performance

GAM's products are, where practicable, submitted to GAM's standard quality assurance before shipping. Any special testing requirements required by the Purchaser may be subject to an extra charge. GAM accepts no liability for failure to attain any performance figures quoted by GAM unless GAM specifically has guaranteed them with an agreed sum as liquidation damages and the Purchaser has suffered actual loss by reason of the failure to attain the figures quoted.

Special Tooling

Where it is necessary for GAM to manufacture or purchase special tooling in order to execute a contract (including without limitation tools, dies, fixtures, molds, and patterns), the Purchaser will be charged with a proportion of the

cost of such special tooling. Such special tooling shall be and remain GAM's property notwithstanding payment of any charges made by the Purchaser. In no event will the Purchaser acquire any interest in such special tooling belonging to GAM which is utilized in the manufacture of the items sold hereunder. Unless otherwise agreed, GAM shall have the right to alter, discard or otherwise dispose of any special tooling or other property at its sole discretion at any time.

Purchaser's Property

Any designs, tools, materials, drawings, confidential information or equipment furnished to GAM by the Purchaser may be considered obsolete and may be destroyed by GAM after two consecutive years have passed without the Purchaser placing an order for the items which are manufactured using such property. GAM shall not be responsible for any loss or damage to such property while it is in GAM's possession.

Errors and Returned Merchandise

GAM will correct our errors at no charge to the Purchaser. Only new and marketable items with a copy of the invoice and a Return Merchandise Authorization number (RMA) will be accepted. RMA numbers are available by calling customer service and must be requested within 30 days of the invoice date. We reserve the right to assess a 25% restocking charge. Returned merchandise is to be returned freight prepaid. Non-stock items are not returnable if noted on the order acknowledgment.

Changed/Cancelled Orders

Orders are processed as they are received. Additions may delay the original shipment or may be shipped as a separate order. We reserve the right to assess a 15% cancellation charge for all orders cancelled prior to shipping. Non-stock items cannot be changed and are non-cancellable if noted on the order acknowledgment.

Modifications and Cancellations

A Purchaser's request for modification or cancellation will not be incorporated into the Agreement unless the request is accepted by GAM in a writing that amends the Agreement.

Taxes

No Federal Excise Tax is included. The purchaser will assume and pay any tax, duty, or assessment now or hereafter imposed on these products.

Warranty/Limited Remedy

GAM warrants that GAM'S products shall be free from defects in materials and workmanship under normal use within the operating specifications for a period of one (1) year from the date of purchase; provided that: A) The above warranty shall not apply to any such product or part thereof which is damaged as a result of neglect, misuse, alteration, accident, normal wear and tear, misapplication, fire, act of God, freezing, or hot water; B) Purchaser's exclusive remedies under the above warranty shall be limited to the repair or replacement of the non-conforming product or part(s) thereof, as determined by GAM, with replacement products being shipped F.O.B. Madison, S.D., U.S.A.; C) Any non-conforming product must be returned to GAM within one (1) year from its purchase, F.O.B. Madison, S.D., U.S.A.; D) The warranty contained above does not extend to any goods not manufactured by GAM even though supplied by GAM. Goods not manufactured by GAM carry only the warranty (if any) of their makers and the Purchaser is entitled to the benefit thereof only so far as GAM has the power to transfer it; E) GAM shall not be liable for any special, indirect, or consequential damages; F) There are no warranties whatsoever on items built wholly or partially to the Purchaser's designs or specifications. The warranty described above is in lieu of any other warranty, express or implied. Except as specifically set forth above, GAM makes no warranty whatsoever with respect to any product, and the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and all other warranties, express or implied shall not apply to any of the products sold.

Force Majeure

GAM shall be excused from performing any of its obligations under this Agreement which are prevented or delayed by any occurrence not within the reasonable control of GAM, including but not limited to, accidents, acts of God, damage to GAM's manufacturing plant, delays or failures in delivery of carriers or suppliers, strikes, fire, riots, explosions, or any regulations, rules, ordinances or orders of any governmental authority, whether such cause exists at the date of the order or not.

Governing Law

The parties acknowledge by submitting a credit application, guaranteeing payment of any credit account, or by ordering any products from GAM that all obligations and rights pertaining to the sale of products or extension of credit for the same bear a reasonable relation to the state of South Dakota, U.S.A., are performable in the state of South Dakota, U.S.A., and further agree and acknowledge that the laws of the state of South Dakota, U.S.A. will govern the rights and duties of GAM and the Customer.