

PEI PROJECT ENTERPRISES

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GENERAL TERMS & CONDITIONS OF SALE

1. GENERAL

- Price quotations by Project Enterprises Inc. are subject to change with written notice, and expire thirty (30) days from their date. No price is effective unless signed by an authorized employee of Project Enterprises Inc. No modification or additional condition either written or oral will be binding upon Project Enterprises Inc. unless agreed to in writing and signed by an authorized employee of Project Enterprises Inc.
- The Purchaser shall be bound by these General Terms & Conditions of Sale when it returns its purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Project Enterprises Inc. of the equipment.

2. TAXES & GOVERNMENT REGULATIONS

- Unless otherwise stated, Project Enterprises Inc. prices do not include sales-excise-or similar taxes resulting from any form of governmental taxation or tariff. All applicable Federal, State, use and local taxes shall be paid by Purchaser and shall be over and above the price proposed.

3. PAYMENTS

- Project Enterprises Inc. reserves the right to charge a service charge on the overdue balance outstanding at 1.5% per month beginning after 30 days and every month thereafter.
- In case the shipments are delayed by the Purchaser, payment shall become due at the time when Project Enterprises Inc. is prepared to make shipment. The Purchaser shall be held accountable for additional costs that Project Enterprises incurred by such delay, and such additional costs shall be paid by the purchaser. Any equipment held for the Purchaser shall be at the Purchaser's risk and may bear an additional charge to cover storage and handling.
- In the case of progress payments, the entire purchase price shall become due and payable at the moment the Purchaser fails to make any payments as agreed upon in the contract. In the event the Purchaser defaults on the payment schedule agreed upon, Project Enterprises shall be freed of any warranty obligations to the purchaser.

4. ACCEPTANCE

- No order or other proposal shall be binding upon the company until accepted in writing by an authorized employee of Project Enterprises Inc.

5. CHANGES

- Project Enterprises Inc. will not accept changes in specifications unless the Purchaser agrees in writing to pay in addition to the original purchase price a sum to be determined by Project Enterprises Inc. based on a calculation of the additional costs of modification and production of the equipment.

6. CANCELLATION

- Insofar as the equipment is manufactured for the Purchaser's specific purpose, any order when placed with and accepted by Project Enterprises Inc., is not subject to cancellation, except by agreement of both Project Enterprises Inc. and the Purchaser. Cancellations are subject to reasonable charges based upon expenses incurred by Project Enterprises Inc.

7. DELIVERY

- Dates of delivery are approximate only! Project Enterprises Inc. shall not be liable for delays in manufacture or delivery or failure to manufacture or deliver due to causes beyond its reasonable control, including but not limited to strike, government interference, accidents and supply shortages or due to any causes of a like or different nature beyond its control. Demurrage charges or expenses incurred in protecting and storing the equipment prior to installation shall be borne by the Purchaser unless otherwise agreed upon in writing.
- Delivery expense will normally be made by common carrier, freight collect. If Purchaser so specified on his purchase order, shipment will be made freight prepaid and freight charges will be invoiced to the Purchaser by Project Enterprises Inc.

8. RISK & TITLE

- Equipment shall be at the risk of Purchaser from the time of delivery to the carrier, freeing Project Enterprises Inc. from responsibility for any damage to, or loss of equipment occurring thereafter. Title to the equipment shall not pass to the Purchaser until payment has been made in full, and default in payment shall entitle Project Enterprises to retake possession thereafter.
- Project Enterprises Inc. shall not be liable for defects that are the result of abuse of the system, or which result from Purchaser's failure to follow Project Enterprises instructions for use and maintenance of the system.

9. COMPLIANCE WITH STANDARDS

- All claims and offerings herein contained assume that user equipment complies with OSHA, ANSI, and other relevant industry and governmental standards regarding safety and performance.

10. SYSTEM ENGINEERING

- Project Enterprises Inc. will only accept system engineering responsibility if so stated in our proposal to the Purchaser.

11. DRAWING APPROVAL

- Drawing approval assures the Purchaser that Project Enterprises Inc. has designed the product as described and detailed in the Purchaser's specification. Manufacturing of the material equipment will not begin until Project Enterprises Inc. is in receipt of a Drawing Approval.

12. INSTALLATION

- Unless otherwise specified in the quotation, installation is the responsibility of the purchaser. In case Project Enterprises Inc. is contracted to install equipment, a separate sheet entitled "Terms of Installation" should be referred to for the pertinent conditions of installation and shall be binding upon the purchaser.

13. LIMITATIONS OF LIABILITY

- Every effort is made to ensure sound material and good workmanship. In the event these are proved defective, the limit of Project Enterprises Inc. liability is replacement of the defected part free of charge within reasonable time, but not later than twelve months from the date of delivery, and does not extend to any other expenditure incurred or any consequential damages.

14. WARRANTY

- The warranty will be supplied under a separate heading.
- No warranty applies for components and accessories manufactured by others when such items are warranted by the respective manufacturer.

15. DISPUTES

- All disputes shall be subject to jurisdiction by the Courts in Washington County in the state of Pennsylvania, U.S.A.
