

SERVICE WORK TERMS & CONDITIONS

TERMS: Net 30 days. Customer agrees to pay total net billing price at the B & D Bolting office by the end of the month following the date of service or sale upon approved credit. Interest at 18% shall be charged commencing on the due date. All charges are payable in U.S. currency. Customer shall reimburse B & D Bolting for all collection costs, including legal costs, if incurred for collection.

PAYMENT METHODS: Visa * MasterCard * American Express. For quick and accurate processing of your credit card phone orders, please be sure to give your name, card number, expiration date and phone number. 30 days upon approved credit.

SALES TAX: All prices are quoted excluding State and Local Taxes unless otherwise stated. Exemption from sales tax may be extended without prejudice to B & D Bolting's right to charge and recover from the Customer sales tax at any subsequent date should B & D Bolting or the Taxing Authorities determine that the materials or services purchased are taxable. The Customer shall reimburse B & D Bolting for all taxes or governmental charges of any nature whatsoever which B & D Bolting may be required to remit on behalf of the Customer upon the sale or transportation of the products and services sold hereunder, at the rate in effect at the time of transfer to the Customer.

PRICES: All prices are subject to change without notice. Rates for services and products may vary between districts. Due to instability in some markets, prices in this catalog are subject to change without prior notice. Clerical or inadvertent price errors in this catalog are subject to correction.

LIMITED WARRANTY: B & D Bolting warrants the services provided to be of the quality and specifications as represented by its manufacturer's. B & D Bolting shall not be liable for any loss or damage resulting from any use that Customer may make of such services, whether or not used in accordance with recommendations. No express or implied warranty is given as to any results to be obtained.

SERVICES: In rendering any service ordered by the Customer, B & D Bolting shall be an independent contractor with the understanding, however, that Customer has complete custody and control of his plant and equipment and the conditions existing in the plant and equipment. Customer will give B & D Bolting reasonable notice for each service ordered and, if required, will furnish B & D Bolting with written order for the same. Customer will have the equipment to be serviced in readiness for the service and will return it to production. B & D Bolting will furnish equipment for transporting and placing the materials supplied by B & D Bolting. B & D Bolting agrees to furnish necessary technical personnel and equipment operators.

In interpreting information and making recommendations, either written or oral, as to type or amount of material or service to be furnished or manner of performance or in predicting results to be obtained there from, B & D Bolting will give Customer the benefit of its best judgment based on its experience. Nevertheless, all such recommendations or predictions are opinions only, and in view of the impracticability of obtaining first-hand knowledge of the many variable conditions and the necessity of relying on facts and supporting services furnished by others, no warranty is given concerning the effectiveness of the materials used, recommendations given, or the services rendered. The liability of B & D Bolting for injury to persons or damage to

property including, but not limited to, damage to Customer's plant and equipment, shall be limited to that occasioned by B & D Bolting's willful misconduct or failure to exercise good faith and Customer shall indemnify B & D Bolting against loss or damage not expressly accepted herein by B & D Bolting.

B & D Bolting shall not be liable for any loss or injury which may be occasioned by the use of equipment rented to Customer or any material used in connection therewith, nor for the act of any persons engaged in the work, and Customer agrees to indemnify and hold harmless B & D Bolting from any loss or damage in connection therewith.

Customer agrees that the contractual liability assumed hereunder by Customer is reasonable and equitable based on the nature of the services performed by B & D Bolting.

Customer shall be responsible for any loss or damage to equipment, material or supplies of B & D Bolting transported by Customer or by conveyance arranged for by Customer.

All of the preceding terms and conditions shall apply in favor of any manufacturer or supplier of any equipment that B & D Bolting may use on job site.

Any equipment rented to Customer or placed on Customer's property or premises may be repossessed by B & D Bolting upon thirty (30) days notice.

In case of rental equipment, including stationary service units, Customer shall be liable for the return of the equipment to B & D Bolting at its warehouse most proximate to the rental location in the same condition the equipment was in at the time the equipment was delivered to the customer, ordinary wear and acts of God excepted.

FAILURE TO ENFORCE ANY OR ALL OF THE ABOVE TERMS AND CONDITIONS IN A PARTICULAR INSTANCE OR INSTANCES SHALL NOT CONSTITUTE A WAIVER OF OR PRECLUDE SUBSEQUENT ENFORCEMENT. NO EMPLOYEE IS EMPOWERED TO ALTER THE ABOVE TERMS AND CONDITIONS.

Signed: _____ Date _____ By: _____