

Effective January 1, 2010**ACCEPTANCE**

Rixson reserves the right to decline an order, in whole or in part, when the type or quantity of goods or creditworthiness of the Purchaser is not satisfactory to us in our sole and absolute discretion.

Purchase Orders, Quote Requests, Acknowledgements or the like issued by the Purchaser that have contrary standard terms and conditions are not binding on Rixson, unless such terms and conditions are approved in a separate written agreement by Rixson authorized representatives. In the event of an acceptance of Purchaser's Purchase Order by Rixson, the Purchaser agrees that such acceptance is solely conditioned on Purchaser's acceptance of the terms and conditions set forth in this instrument, regardless of the terms and conditions specified in Purchaser's Purchase Order. The terms and conditions in Purchaser's Purchase Order which conflict with the terms and conditions of this instrument shall be disregarded and are hereby rejected, and this instrument shall constitute the entire agreement between Rixson and the Purchaser.

In the event that Rixson does not enforce or require strict performance of any term or condition hereof, or of any other document, instrument or other agreement relating to goods sold, such lack of enforcement or requirement of strict performance will not waive, affect or diminish any right of Rixson to enforce or require strict performance of such term or condition in the future.

PRICES

All prices are subject to change without notice and are not guaranteed. All shipments will be made at prices in effect at the time of shipment. Possession of this price list does not constitute an agreement to sell. We reserve the right to correct clerical, stenographic and other obvious errors at any time.

TERMS

Invoices dated the 1st through the 15th will be due for 2% discount on the *10th of the following month. Invoices dated the 16th through the 31st will be due for 2% discount on the *25th of the following month. *Net immediately thereafter. (Rixson retains the right to sell or to decline to sell to any Customer for any reason whatsoever that in its judgment is deemed sufficient.)

It is understood that Rixson may impose and charge a finance charge which is the lesser of one and one-half percent (1-1/2%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Additionally the Customer shall be responsible for all collection costs, court costs and reasonable attorney's fees (where allowed by law) in connection with the recovery of any delinquent amount.

FREIGHT

All orders are shipped FOB factory/warehouse, except as expressly provided below. When delivered to the Transportation Company, the Purchaser assumes the risk of loss or damage in transit.

Customer orders with net product value in excess of \$3,000.00 will be shipped prepaid to a single destination point in the United States. Customer orders with net product value less than \$3,000.00 will be shipped prepaid by Rixson's carrier of choice, and the shipping charges will be added to Customer's invoice. Rixson will choose the carrier and routing. If a Customer requests an alternative carrier, freight charges will be incurred on Customer's invoice.

MINIMUM INVOICE

Minimum invoice is \$100.00 net product value.

QUOTATIONS

If Rixson elects to offer a quote, such quote will be valid for one hundred-twenty (120) days. Complete shipment of the order must be accepted by Purchaser within standard lead times.

The quote number must be referenced on the order. Any invoiced order that has the incorrect discount applied to it and did not have the quote number written on the order will have a service fee of \$75.00 net DEDUCTED from any sales credit issued for the difference in discount.

The quote is null and void if the Purchase Order does not include ALL product lines listed on the quote or if the quantities for any item covered by the quote deviate by 10% or more. With the issuance and acceptance of a quote for the purchase of products, the Purchaser agrees that products so purchased will not be resold or transferred to any Distributor not authorized by Rixson to sell its products. This would be inclusive of branches of the quoted Distributor. Failure to abide by this restriction may result in the Distributor's ineligibility for Quotations, or other actions in Rixson's discretion.

Rixson and its sales representatives reserve the right, in their sole discretion and for any reason, to refuse a Distributor's request to quote a price other than Rixson's standard list price and regardless of whether Rixson or its sales representatives have previously quoted discounted prices to the Distributor on some or all of its orders.

NON-CATALOGED PRODUCTS

Products not cataloged or listed in this price book will be considered as special products, and will not be manufactured without prior written approval from Rixson. Non-catalogued products are not subject to buy programs. Contact factory for pricing. Special products require special handling, and therefore standard lead times may not apply. Special drawings to correct customer error for product already received, may carry a \$300 service charge. This fee must be paid prior to release of drawings.

CHANGES/CANCELLATION OF ORDERS

Changes or cancellations to an order will result in a charge of costs for material and labor expenses that have been incurred prior to notification from Customer. Handling charges are billed on Customer's original order. All Non-Cataloged Goods and Rixson Quick Ship Orders may not be changed or cancelled. All change requests for goods, other than for the reasons stated above, must be submitted in writing to Customer Service within two (2) business days of receipt of acknowledgment of the order.

ADD-ON ORDERS TO QUOTE

Any new order requesting special pricing to match an existing quote number, which has already been ordered, will be accepted up to sixty (60) days after the acknowledgement of the original order. All add-on orders must reference the original factory order number and the corresponding quote number to receive the quoted pricing discount. Add-on orders for stock will not be accepted.

PACKAGING

Many items are defined as to Case Lot Packaging or Minimum Order. The Case Lot policy does not apply to hardware to be used on a specific hardware project.