

NEW DAY IMPORTS, INC.

TERMS AND CONDITIONS OF SALE

- 1. Issuance of purchase order and receipt of goods by Buyer constitutes Buyer's agreement to Seller's terms as specified on sales quotation. The terms and conditions of sale on Seller's sales quotation, confirmation, and invoice shall control over additional or conflicting terms proposed by Buyer or contained on Buyer's purchase order. Buyer is expressly notified that Seller objects to Buyer's proposal of additional or different terms than those on Seller's sales documents.**
- 2. Unless otherwise agreed in writing signed by an authorized representative of New Day Imports, Inc. all items shall be non-cancelable and non returnable.**
- 3. Seller makes no warranty, affirmation of fact, or recommendation for use by Buyer of any product sold for a particular application.**
4. THE GOODS DESCRIBED IN THIS CONTRACT ARE SOLD ON AN "AS IS" BASIS, AND SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. LIMITATION OF REMEDY: SELLER WILL NOT, UNDER ANY CIRCUMSTANCES OR CAUSES OF ACTION BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE PRICE PAID BY BUYER FOR THE GOODS DESCRIBED HEREIN.
6. SELLER SHALL NOT BE LIABLE ON ANY CLAIM OF ANY KIND TO BUYER FOR ANY LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM, OR CONCERNING ANY ASPECT OF THIS AGREEMENT, OR FROM THE PRODUCTS OR SERVICES FURNISHED INCLUDING ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, REVENUE, LOSS OF USE, DAMAGE TO ANY EQUIPMENT, "COVER" COST, DOWNTIME, OR ANY WARRANTY CLAIMS.
7. Unless otherwise accepted in writing, Seller shall not be liable for delays or non delivery which is not within Seller's sole control.
8. Seller will not be deemed to have waived any right or remedy related to the transactions between Buyer and Seller unless such waiver is reduced to writing and signed and dated by the President of Seller.