

OPEN ACCOUNT TERMS:

ALL SALES UPON OPEN ACCOUNT TERMS ARE TIME PRICE SALES, THE TIME PRICE SHOWN ON THE INVOICE IS BASED UPON PAYMENT IN FULL WITHIN 30 DAYS. FOR PAYMENT MORE THAN 30 DAYS AFTER THE INVOICE DATE, CUSTOMER AGREES THAT THE TIME PRICE FOR PARTS AND SERVICES SHOWN ON THE INVOICE SHALL BE INCREASED BY A TIME PRICE DIFFERENTIAL AT THE RATE OF 1.5% PER MONTH ON THE UNPAID BALANCE. ALL SALES OF PARTS AND SERVICE ARE UPON OPEN ACCOUNT TERMS UNLESS OTHERWISE NOTED.

WARRANTY

Wayne Supply Company warrants that the parts delivered by it will conform to the description on the front of the invoice and that they are merchantable (within the meaning of the Uniform Commercial Code). If the parts delivered by Wayne were selected by Wayne from parts lists or other information in its possession, Wayne further warrants that the parts delivered by it are the replacement parts, or the equivalent thereof, recommended by the applicable manufacturer for attachment to the machinery or equipment described to Wayne. Wayne makes no other warranty of the fitness, or concerning the quality, of the parts delivered by it.

Customer's sole remedy for breach by Wayne Supply Company of any warranty shall be limited to a replacement by Wayne of any part not conforming to the order or of any merchantable part, or a refund of customer's purchase price therefor when the part is delivered to Wayne's branch at customer's expense. Upon performance by Wayne of any such replacement or refund, Wayne shall be released from all further claims for damages. **In any event, Customer agrees that neither Wayne Supply Company nor its agents or employees shall be liable for incidental, consequential or special damages (including but not limited to loss of time or use or injury to person or property) resulting, or alleged to result, from any breach of warranty by Wayne.**