

Warehouse One, Inc.  
TERMS AND CONDITIONS OF SALE

Terms: On approved credit we offer 10 day terms.  
Freight: FOB shipping point, all equipment is quoted subject to prior sale.  
Returns: No returns will be accepted without our prior authorization. Any authorized returns must be freight pre-paid.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. (Notice required by R.S.Mo. §435.460)**

In the event Warehouse One, Inc., hereinafter "Seller," has extended credit to Buyer/Owner for the purchase of the materials reflected in this agreement, then Buyer hereby grants to Seller a security interest in and to the goods and materials sold and transferred to Buyer/Owner under this agreement, to secure payment of the original purchase price of such materials.

Material and/or Installation quotes by Seller shall be per the drawings and specifications provided to Seller by the Buyer/Owner. All necessary architectural and engineering fees, impact fees, construction permits, licenses and fees, any other fees, as well as all taxes imposed on Seller and other taxes are the responsibility of the Buyer/Owner.

Seller may provide a layout or design of materials to be installed at the Buyer/Owner's request. The Buyer/Owner (or the architect and/or engineer retained by the Buyer/Owner) is responsible for verification of the layout or design's compliance with all local, state and federal laws, codes, ordinances, rules and regulations bearing on the layout or design of the project. It will be the responsibility of the Buyer/Owner (or the architect and/or engineer retained by the Buyer/Owner) to check all applicable codes pertaining to the project, to modify the design accordingly, and to ensure that the final product meets code.

The Buyer/Owner (or the architect and/or engineer retained by the Buyer/Owner) shall be responsible for the accuracy and verification of building and product dimensions, including the locations of conveyors, sprinkler systems, lighting, heating units, etc. The Buyer/Owner will provide equipment necessary to properly unload and install product and an area sufficient to and in adequate condition to allow for proper storage and security of product unless otherwise noted. All changes and deviations in the work or material ordered by the Buyer/Owner must be in writing, the contract sum will be increased or decreased accordingly by Seller. Any claims for increases in the cost of the work or material will be presented by Seller to the Buyer/Owner in writing, and written approval of the Buyer/Owner shall be obtained by Seller before proceeding with the ordered change or revision. Any delays in the time schedule of the project due to changes to material or work ordered shall be the responsibility of the Buyer/Owner.

In the event Seller is delayed in the execution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Buyer/Owner; the time for completion of the work shall be extended for

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the same period as the delay occasioned by any of the aforementioned causes and a lost time per day charge shall be billed to the Buyer/Owner at a predetermined rate.

Neither the Buyer/Owner nor Seller shall have the right to assign any rights or interest accruing under this agreement without the written consent of the other. Payment terms are net upon receipt unless credit is arranged prior to shipment. Credit terms are Net 10 days unless otherwise noted on the invoice. In order to establish credit line, Buyer authorizes Seller to check information submitted as well as all other sources available and to answer questions about Buyer's credit experience. Service charges of 1.5% per month or maximum allowed by current law shall be added on amounts in excess of terms.

The Buyer/Owner shall, at the request of Seller, promptly furnish reasonable evidence that financial arrangements have been made to fulfill the Buyer/Owner's obligations under the Contract. Seller reserves the right at any time to revoke any credit extended to Buyer/Owner because of Buyer/Owner's failure to pay for any goods when due or for any other reason deemed good and sufficient by Seller and in such event to insist upon immediate payment of any outstanding invoices and payment prior to shipment of any remaining merchandise. Orders are not subject to cancellation, except with Seller consent, and upon terms that will indemnify Seller against all loss. Material shipped as ordered cannot be returned unless authorized by Seller in writing. If return is so authorized, the merchandise must be returned freight prepaid. A 25% restocking charge will apply to any Seller stock merchandise that is returned. All applicable manufacturer's restocking charges incurred by Seller for non-stock merchandise will be billed to the Buyer/Owner.

Clerical and stenographic errors are subject to correction.

Shipments will be routed "Best Way", transportation charges collect unless preferred routing is specified. When date of delivery is given to Buyer/Owner, it is an estimate. Seller will make every effort to make shipments as near that date as possible. Seller will assume no responsibility for any loss or inconvenience caused by non-delivery on the estimated date.

The substantive law of the State of Missouri shall control any action premised upon this contract of sale. In the event any provision contained in this agreement shall be deemed unenforceable, such provision shall be given no force and effect, provided however, the balance of this sales contract will remain in full force.

Buyer/Owner acknowledges that Seller is not an original manufacturer of the products sold under this Agreement. All authorized warranties provided by Seller shall be in writing. Seller, its agents and employees make NO WARRANTIES, whether written or oral, express or implied, including, but not limited to, the IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER

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WARRANTY OF QUALITY, except the warranty of title, in connection with the sale of goods and materials reflected in this agreement.

Improper loading or configuration of warehouse storage systems and material handling equipment can result in serious injury, death or property damage. If customers or their employees have any questions regarding equipment load capacity, proper loading procedures or configuration of storage systems they should contact their Seller representative. Seller CANNOT BE RESPONSIBLE for any injury or damage resulting from the customer's (or customer's employees) improper use, loading, installation or reconfiguration of storage or material handling equipment.

It shall be mandatory that any dispute arising under this Contract shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be held in Kansas City, Missouri and shall be governed by the provisions of the Revised Statutes of Missouri §435.010 et seq.