



**CS INDUSTRIAL SERVICES - STANDARD TERMS AND CONDITIONS OF SALE
REPAIR & SERVICE**

**TRUSTED PARTNER AND EXPERTS
FOR YOUR COMPRESSED AIR SYSTEM**

1. **CONTROLLING TERMS** – This document constitutes CS Industrial Services offer to perform repairs or service work and said offer is strictly limited to the terms and conditions contained herein and shall not be superseded by any purchase order or other document issued subsequently by Purchaser. In the event that Purchaser has previously issued a purchase order or other document, and this document is deemed to constitute acceptance of a prior offer, CS Industrial Services expressly rejects any terms submitted in said offer that are inconsistent with or in addition to the terms contained herein, and CS Industrial Services acceptance is expressly made conditional upon Purchaser's assent solely to the terms contained herein. Acceptance by Purchaser of any goods or service of CS Industrial Services shall be deemed to constitute assent by Purchaser solely to these terms herein. No waiver or alteration of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed to in writing by an executive officer of CS Industrial Services.

2. **PAYMENT** – Purchaser agrees to pay CS Industrial Services compensation for its services in accordance with the rates then in effect in CS Industrial Services' current rate schedule, which is subject to change, plus any taxes or other amounts due for parts, transportation or other charges incurred by CS Industrial Services for Purchaser. Any estimates given by CS Industrial Services are to be considered as approximate only, and Purchaser will be billed on the basis of CS Industrial Services' rates for the actual repairs made and parts or equipment actually provided. The terms of payment are net 15 days from the date of invoice, unless otherwise agreed in writing by the parties.

3. **INTEREST AND ATTORNEY FEES** – In the event of default by Purchaser in the payment of any amounts owed hereunder, interest at the rate of 1½ % per month, or the maximum rate permitted by law, whichever is less, will be assessed on the unpaid balance from the date payment was due. In the event that this account is placed in the hands of an attorney for collection, Purchaser also agrees to pay reasonable fees and expenses (including attorney's fees).

4. **DELAYS** – It is expressly agreed that time is not of the essence in performance of work hereunder, and that CS Industrial Services shall not be liable for any damages due to delay.

5. **LIMITED WARRANTY** – CS Industrial Services warrants to Purchaser the repair work furnished hereunder to be free of Defect's in workmanship for a period of 90 days after completion of the repair work. CS Industrial Services shall make necessary repairs to correct defective workmanship free of charge, FOB CS Industrial Services. CS Industrial Services makes no warranties of any kind whatsoever either express or implied or statutory on any parts or equipment furnished hereunder. CS Industrial Services shall extend to Purchaser any manufacturer's warranty that may be in effect for parts or equipment furnished hereunder, but CS Industrial Services does not guarantee such warranties. If any defects occur in any part or equipment furnished hereunder which is under manufacturer's warranty, CS Industrial Services shall use its best efforts to assist Purchaser in enforcing any warranty claims against the manufacturer in accordance with manufacturer's policy regarding return, repair or replacement. The above warranties shall not apply if such equipment has been abused, misused or improperly maintained, or if the parts or equipment were not originally repaired by CS Industrial Services. Normal wear and tear are excluded from this warranty. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, CS INDUSTRIAL SERVICES, DISCLAIMS ALL WARRANTIES ON GOODS AND SERVICES FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. THE WARRANTY PROVIDED HEREIN CONSTITUTES THE SOLE OBLIGATION OF CS Industrial Services, RELATING TO THE REPAIR OF THE EQUIPMENT, AND ITS MAXIMUM LIABILITY IS LIMITED TO THE ORIGINAL REPAIR COSTS.

6. **LIMITATION OF LIABILITY** – The remedies of Purchaser set forth herein are exclusive, and the total liability of CS Industrial Services with respect to the goods and services furnished in connection with this contract, whether based on contract, tort, negligence, indemnity, strict liability or otherwise shall not exceed the purchase and repair costs paid by Purchaser hereunder. In no event shall CS Industrial Services, or manufacturers of goods provided in connection with this contract, be liable for consequential, incidental, indirect, special or punitive damages arising out of this contract or any breach thereof, including but not limited to the damages for any defect in or failure of the goods serviced or provided, whether based upon lost goodwill, lost revenue or

anticipated profits, interest, loss of use, work stoppage, and whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

7. **Indemnity** – Purchaser shall protect, defend, indemnify and hold harmless CS Industrial Services from and against any loss or damage to Purchaser's equipment, however occurring, including but not limited to improper operation, improper maintenance, explosion, fire or casualty, except to the extent that such damage is attributable to gross negligence of CS Industrial Services. Purchaser shall protect, defend, indemnify and hold harmless CS Industrial Services from and against any loss, damage, liability, suit, expense or claim, however occurring, for damage to, loss or destruction of any property Purchaser or any third party and for injury to or death of any persons, whether Purchaser or its employees or third parties, in any way arising out of CS Industrial Services work except to the extent that such loss, damage or injury is attributable to the gross negligence of CS Industrial Services.

9. **GENERAL** – Purchaser's purchase orders and these Terms and Conditions for service and repair work shall be governed by the laws of the State of New York (excluding laws governing choice of law). With respect to these Terms and Conditions for service and repair work, no representation, promise, waiver, amendment or modification shall be binding on either Purchaser or CS Industrial Services, unless it is in writing and signed on behalf of such party by a duly authorized representative. No purchase order submitted to CS Industrial Services shall be deemed a contract or be binding in any way on CS Industrial Services until accepted in writing by CS Industrial Services.