

STANDARD TERMS & CONDITIONS OF SALES

The terms and conditions of this order are upon acceptance of this order by Seller at his home office at 1916 US S. Tamiami Trail, Ruskin, FL 33570, and shall be binding upon the Seller and Purchaser. All notes on this quotation are an integral part of this sale and shall be incorporated into any subsequent Purchase Order issued on Purchaser's form . Estimated shipment from factory 30 days after receipt of order unless otherwise noted. FOB Ruskin, FL or Hawkinsville, GA unless otherwise note. Payment Terms: Cash/Check, Wire Transfer or Credit /Debit Card at the time of shipment.

Prices are US funds. The unit prices & totals do not include any applicable taxes unless otherwise noted. We only accept written Purchase Orders or completed "PUBLIC BUYER'S ACCEPTANCE" from government agency buyers. For sale tax exempt non-government buyers: Please provide exemption certificate at time of ordering. Issuance of a purchase order on your form constitutes agreement to the terms & conditions of this quote. Delivery method is via LTL unless otherwise noted. No inside delivery services or lift gate services are available. Upon arrival, Purchaser will have 1 hour to unload unless otherwise indicated. Additional charges for additional truck wait time may apply and will be back charged to Purchaser.

We reserve the right to correct errors and/or emissions on this quotation. Interest will be charged on any balance over 30 days at 1-1/2% per month (18% per annum). For your convenience, we accept MasterCard, VISA, Discover & American Express

Submitted by: Cloverleaf Corporation

Prices Firm: Prices are valid through the "PO REQ'D BY" date shown. After that date, we reserve the right to revise the prices. Issuance of a Purchase Order before the "PO REQ'D BY" date will hold these prices for 30 more days or until an agreed upon date, but in no case shall the date be more than 365 days from the date of this quote. For capital improvement projects, prices are quoted based on Owner paying "Stored Materials" for purchased items within 90 days of the beginning of the project. No retainage shall be held from "Stored Materials" payments. Buyer shall be responsible for adequately storing & protecting "Stored Materials".

Assembly / Fabrication of systems:

- a) After Buyer has given notice to CLOVERLEAF to fabricate and/or assemble system(s), Buyer will have seven days after fabrication/assembly is completed to take delivery of system(s). Systems(s) can either be picked-up at CLOVERLEAF'S yard or CLOVERLEAF will ship systems to Buyer's yard or jobsite.
b) If after Buyer gives notice to CLOVERLEAF to fabricate and/or assemble system(s), Buyer cannot take delivery of system(s) within 7 days after fabrication/assembly is complete, a storage fee of \$100 per week will be charged until Buyer takes delivery of system(s).

Return Policy: Items must be returned within 30 days of purchase. A minimum 15% re-stocking fee will apply. Materials must be unopened, unused and undamaged and in their original packaging & wrapping. Buyer to pay all transportation charges for returning materials. Custom made & special order products are non-returnable. Obtain approval & return instructions from CLOVERLEAF CORPORATION prior to returning items. An even exchange for incorrect colors ordered for traffic marking materials is allowed provided buyer pays for all freight charges associated with exchange and materials are unopened and undamaged.

- 1. Buyer's Acceptance of Delivery: Buyer's acceptance of the delivery of the goods will constitute acceptance of the terms and conditions set forth. These terms and conditions govern the sale of the goods, notwithstanding any additional, different, inconsistent, or contradictory terms that may appear in any purchase order or other document prepared by the Buyer but not executed by an officer of CLOVERLEAF CORPORATION.
2. Inspection, Acceptance of Delivery: Buyer will inspect the Goods promptly after delivery. No claim for error or conformance of delivery, for damage or for shortage may be asserted later than 30 days after delivery. Buyer shall be deemed to have accepted the Goods unless such a claim is filed in writing by notifying CLOVERLEAF CORPORATION at 1916 South Tamiami Trail, Ruskin, FL 33570.
3. Limitation of Remedies: CLOVERLEAF CORPORATION will not be liable for special or consequential damages or for any penalties based on breach of contract, breach of warranty, negligence, strict tort, or any other legal theory arising from performance of this contract or from any Goods sold hereunder. Consequential damages include loss of profits, loss of savings or revenue, downtime, loss of use of the Goods or any associated equipment, facilities, or service, the claims of third parties, and injury to property.
4. Governing Law and Jurisdiction: This Agreement and the relationship of the parties shall be governed by the internal laws of Florida, including specifically the Uniform Commercial Code of Florida. Both parties hereby agree to submit to the personal jurisdiction of the federal and state courts located in the State of Florida and that the venue of any action required by this Agreement shall be in the designated Federal or State courts located in Hillsborough County, Florida. The prevailing party in any proceeding to enforce this Agreement shall be entitled to an award of legal fees, costs and litigation expenses.
5. Time for Bringing Suit: Any action for breach of contract must be initiated within one (1) year following delivery of the Goods, or for breach of warranty within three (3) months of expiration of warranty.
6. Limitation of Warranties: The warranty that accompanies the Goods is in lieu of all other warranties, express or implied. CLOVERLEAF CORPORATION'S warranty does not cover defects or damage caused by use of the Goods for purposes other than those for which they were designed, damage during shipment, or any abuse or misuse by the purchaser.
7. Force Majeure: CLOVERLEAF'S performance hereunder will be excused if it is made impractical by the occurrence of an unforeseen event such as strikes, labor disturbances, fires, floods, embargos, government priority, availability of supply, acts of God or any other cause beyond CLOVERLEAF Corporation's control.
8. Origin: Some or all of the Goods have been manufactured in Austria, China, England, Canada, New Zealand & Germany. A detailed listing by country of origin is available from CLOVERLEAF CORPORATION upon request.

PUBLIC BUYER'S ACCEPTANCE

These terms & conditions are accepted:
Company:
Address:
City: State: Zip:
Ordered By:
Signature:
Date: Title:
Customer Order No.:
Ship To: same as above as follows:
Ship Via:
Ship to Attention:
Phone # at shipping point:
Invoice address: