

TERMS AND CONDITIONS

DISCLAIMER; EXCEPT FOR THE LIMITED WARRANTY AS SET FORTH HEREIN, CMP® CORPORATION DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, NO WARRANTY IS MADE AGAINST DETERIORATION OR CORROSION AFTER SHIPMENT.

LIMITED WARRANTY: CMP® CORPORATION WARRANTS ALL PARTS ARE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF NINETY DAYS FROM DATE OF SHIPMENT. OUR EXTENT OF LIABILITY IS LIMITED TO REPLACEMENT OF THE DEFECTIVE PART.

CLAIMS: ALL CLAIMS FOR DEFECTIVE MERCHANDISE MUST BE SUBMITTED IN WRITING TO CMP® CORPORATION WITHIN 90 DAYS OF RECEIPT OF MERCHANDISE OR SUCH CLAIMS ARE WAIVED.

RETURNED GOODS: WRITTEN AUTHORIZATION MUST BE OBTAINED FROM CMP® CORPORATION BEFORE RETURNING ANY MERCHANDISE. A COPY OF THE RETURN MATERIAL AUTHORIZATION AND A COPY OF THE INVOICE MUST ACCOMPANY THE RETURNED MERCHANDISE. CMP® CORPORATION WILL BE THE SOLE JUDGE OF WHETHER MERCHANDISE IS DEFECTIVE. DEFECTIVE MERCHANDISE WILL BE REPLACED OR ITS PURCHASE PRICED CREDITED TO BUYER IF IT IS RETURNED WITHIN OUR TERMS. NON DEFECTIVE MERCHANDISE WILL BE SUBJECT TO A RESTOCKING CHARGE. POSSESSION OF THE CMP® CORPORATION CATALOG OR USE OF THE CMP® CORPORATION WEBSITE BY ANY PERSON IS NOT TO BE CONSTRUED AS AN OFFER TO SELL TO THAT PERSON OR ANYONE ELSE.

LIMITATION OF LIABILITY: IN NO EVENT WILL CMP® CORPORATION BE LIABLE TO BUYER FOR ANY LOST PROFITS, LOST SAVINGS OR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF BUYER'S USE OR INABILITY TO USE THE PRODUCT OR THE BREACH OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO BUYER.

TERMS OF SALE: TERMS OF SALE ARE NET 30/10thPROX TO CUSTOMERS THAT HAVE ESTABLISHED AN OPEN ACCOUNT WITH US. OVERDUE ACCOUNTS WILL BE CHARGED A 2% FINANCE CHARGE FOR ALL PAST DUE AMOUNTS. ALL NEW ACCOUNTS WILL BE C.O.D. UNTIL CREDIT HAS BEEN CHECKED AND APPROVED. WE WILL BE GLAD TO PROVIDE YOU WITH A CREDIT APPLICATION UPON REQUEST. ALL MANUFACTURERS' PART

NUMBERS USED IN THIS CATALOG ARE OEM NUMBERS AND ARE FOR REFERENCE ONLY.

ACCEPTANCE OF TERMS: ALL ORDERS ACCEPTED BY CMP® CORPORATION WILL BE IN ACCORDANCE WITH THESE TERMS. THE TERMS IN THIS ORDER SHALL APPLY IF THE BUYER RECEIVES AND ACCEPTS GOODS. THE TERMS SET FORTH IN THIS ORDER TAKE PRECEDENCE OVER ANY ALTERNATIVE TERMS IN ANY OTHER DOCUMENT CONNECTED WITH THIS TRANSACTION AND ANY CONFLICTING TERMS IN ANY WILL NOT BECOME A PART OF THE CONTRACT FOR SALE. THE TERMS IN THIS ORDER SHALL ALSO APPLY IF THE BUYER RECEIVES AND ACCEPTS SELLER'S GOODS EVEN IF DELIVERED UNDER SELLER'S CONTRADICTORY TERMS.

THE ITEM DESCRIPTION, PART NUMBERS AND INFORMATION IN THE CMP® CORPORATION CATALOG OR ON THE CMP® CORPORATION WEBSITE ARE PROPRIETARY. USE OF THE DESCRIPTION, PART NUMBER, OR OTHER INFORMATION IN THE CMP® CORPORATION CATALOG OR FROM THE CMP® CORPORATION WEBSITE FOR OTHER THAN ORDERING SUPPLIES WILL BE CONSIDERED A VIOLATION OF COPYRIGHT, AND ARE SUBJECT TO INTELLECTUAL PROPERTY PROTECTIONS.

MINIMUM ORDER: ALL ORDERS RECEIVED BY CMP® CORPORATION MUST MEET OR EXCEED A MINIMUM OF \$20.00. ORDERS NOT MEETING THIS REQUIREMENT WILL BE ASSESSED A SERVICE CHARGE TO BRING THE ORDER UP TO THE MINIMUM.

SPECIAL ORDERS: ALL ORDERS FOR ITEMS ORDERED FOR A CUSTOMER THAT REQUIRE SPECIAL OR CUSTOM MANUFACTURING WILL BE CONSIDERED NON - CANCELLABLE. ALL SPECIAL AND CUSTOM ORDERS WILL BE HELD TO THESE TERMS AND CONDITIONS.

SERVICE CHARGES: A MINIMUM OF \$50.00 SERVICE CHARGE WILL BE ADDED TO ANY ORDER THAT REQUIRES CMP® CORPORATION TO DELIVER THE PACKAGE TO THE CARRIER. A CREDIT CARD PROCESSING FEE MAY BE APPLIED FOR AMOUNTS OVER \$5,000.00.

BUYER'S RESPONSIBILITY: ALL GOODS ARE SHIPPED AT BUYER'S RISK FOB OUR DOCK, OKLAHOMA CITY. OUR RESPONSIBILITY AND LIABILITY CEASES UPON DELIVERY OF GOODS IN GOOD ORDER TO THE CARRIER. THE BUYER SHOULD EXAMINE ALL GOODS CAREFULLY BEFORE THE TRANSPORTATION RECEIPT IS SIGNED. IF MATERIAL IS RECEIVED IN A DAMAGED CONDITION, THE BUYER SHOULD REQUIRE THE AGENT OF THE TRANSPORTATION COMPANY TO MAKE A NOTATION OF DELIVERY CONDITION ON THE FREIGHT BILL AND IMMEDIATELY FILE A DAMAGE CLAIM WITH THE DELIVERING CARRIER.

BUYER AGREES TO NOT VIOLATE ANY LOCAL, STATE, FEDERAL OR FOREIGN LAWS. CMP® CORPORATION WILL NOT KNOWINGLY SELL A PRODUCT INTO AN END - USE APPLICATION IN AN EMBARGOED COUNTRY. BY PURCHASING PRODUCTS FROM CMP CORPORATION, BUYER ASSERTS THAT THE PRODUCT WILL NOT HAVE AN END - USE IN AN EMBARGOED COUNTRY.

PRICING: PRICES MAY CHANGE WITHOUT NOTICE. ALL PRICES AT THE TIME OF SHIPMENT WILL PREVAIL.

APPLICABLE LAW. THE LAWS OF THE STATE OF OKLAHOMA SHALL GOVERN THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AND THE LEGAL RELATIONS BETWEEN THE PARTIES WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISION (WHETHER OF THE STATE OF OKLAHOMA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

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