



AIR CONDITIONING • REFRIGERATION

SALES/DESIGN • EQUIPMENT • SERVICE

2915 MILAM • BEAUMONT • TEXAS • 77701

TEL (409) 838-6127 • FAX (409) 838-6219

Email: info@nanceinternational.com

www.nanceinternational.com

TACLA004221C

GENERAL TERMS & CONDITIONS OF SALE

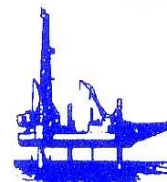
- 1. DEFINITIONS:** As used in these General Terms and Conditions of Sale, the terms “Goods” and “Products” shall each mean the machinery, equipment, products and other tangible property from time to time sold, offered for sale, or installed by Nance. The term “Services” shall mean the labor from time to time provided by Nance. The term “Nance” shall mean Nance International, Inc. The term “Purchaser” shall mean the person to whom such Goods or Services are sold, offered, or provided. The term “Work” shall mean the provision of Goods, Products, or Services by Nance in connection with Purchaser’s purchase order or other request for the same.
- 2. OTHER TERMS:** These General Terms and Conditions of Sale shall contain all of the terms applicable to any sale of or offer to sell Goods or Services. Nance specifically objects to any additional or different terms contained in any document used by Purchaser, including but not limited to any purchase order or service request. Any acceptance of Goods or Services by Purchaser or any payment by Purchaser of any part of the purchase price shall be deemed to be a waiver of any additional or different terms contained in Purchaser’s documents and an acceptance of all of these General Terms and Conditions of Sale, notwithstanding the acknowledgement by Nance of Purchaser’s purchase order or other document provided by Purchaser.
- 3. SUPERVISION:** All Services performed by Nance at a location owned or controlled by Purchaser shall be performed by Nance’s personnel under the supervision and control of Nance.
- 4. ACCESS, PERMITS AND UTILITIES:** Purchaser will provide Nance’s employees free and unobstructed access to the site at which Services are to be performed. Purchaser shall provide safe working conditions and safe storage for Nance’s property and employees, and all utilities necessary to perform the Services. Purchaser acknowledges that lack of access to the site, inadequate utilities, or other disruptions not within the control of Nance may result in delays of the Work, and Purchaser will pay Nance additional charges for time (including standby time), material, labor, travel, equipment rentals, and other charges arising from such delays and disruptions. Purchaser shall obtain all licenses, registrations, and permits necessary required of Purchaser by applicable law for Nance to perform the Services unless expressly provided otherwise in writing.
- 5. PRICE:** Unless otherwise stated, all prices are in U.S. Dollars. Labor rates shall be subject to change without notice and shall apply from the time of dispatch until return to Nance’s main office in Beaumont, TX or dispatch to another job. Unless expressly stated otherwise in a purchase order, any quoted price does not include mileage, hotel, per diem, and other travel expenses and charges, which Purchaser will pay in addition to the price for all Work performed outside of Jefferson County, Texas. Prices do not include charges for sales, use, privilege, excise or other taxes imposed on or measured by the gross receipts from the sale of the Goods or Services. Purchaser shall promptly pay any such charges directly to the governmental authority assessing them or reimburse on demand any such charges paid by Nance, which may be separately identified in Nance’s invoices.
- 6. PAYMENT:** All Payments shall be in U.S. Dollars at 2915 Milam, Beaumont, TX 77701. unless instructed otherwise by Nance, without offset, back charge, retention or withholding of any kind,

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unless otherwise agreed upon in writing and signed by Nance and Purchaser. Purchaser agrees that Nance may issue invoices in any form, in writing or by electronic means and that all invoices shall for all purposes be deemed to incorporate for all purposes these General Terms and Conditions of Sale INCLUDING BUT NOT LIMITED TO ALL DISCLAIMERS, WAIVERS, INDEMNITIES, AND OBLIGATIONS IN SECTIONS 16, 19, AND 20, of which Purchaser acknowledges notice and actual knowledge without the need to restate any of such provisions in the invoice. At Nance's request, Nance and Purchaser will utilize Electronic Data Interchange for invoicing and paying of invoices. All invoices shall be payable no later than (30) days of the date of the invoice. Nance may charge and Purchaser agrees to pay interest at the rate of 1½% per month, or the highest non-usurious rate permitted by applicable law, whichever is less, on any overdue amount. Payments will be applied to accrued and unpaid interest first and then to any principal amount. At the request of Nance, payments will be made through a confirmed irrevocable letter of credit in form and on banks acceptable to Nance. All equipment and material remain the property of Nance until all amounts owed to Nance are paid in full. For jobs spanning more than 30 days from the date of order, Nance may demand monthly progress payments for the value of Work completed during the prior month plus the amount of materials and equipment stored in connection with the Work through the end of the prior month. Nance shall send Purchaser invoices for monthly progress payments owed. Additionally, Nance may require advance payment for all or a portion of certain purchase orders. The proposed price quotations provided by Nance to Purchaser will set out any advance payment requirements. The advance payment terms provided in such proposed price quotations shall control over any conflicting provisions of any purchase order. Nance will have no obligation to begin or continue any Work until Purchaser has paid in full any advance payment requirement and any overdue charges if applicable.

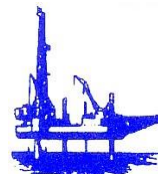
7. **DEFAULT:** If Purchaser fails to make timely payment in accordance with these General Terms and Conditions of Sale, or its financial responsibility becomes otherwise impaired, or it defaults in the performance of any of its obligations under these General Terms and Conditions of Sale, Purchaser ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver or liquidator, Purchaser's shareholder(s), member(s), or partner(s), as appropriate, shall take any action looking to the dissolution or liquidation of Purchaser within sixty (60) days after the commencement of any proceeding against Purchaser seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within sixty (60) days after the appointment without Purchaser's consent or acquiescence of any trustees, receiver or liquidator of Purchaser or all of or any substantial part of Purchaser's assets or properties, such appointment shall not be vacated or, any warranty, representation or agreement of Purchaser herein is breached, Nance reserves the right, among other legal and equitable remedies it may have, to do any one or more of the following: (a) refuse to supply Product and Services except for receipt of cash paid in advance with order and payment in full of all outstanding charges, (b) assess and collect from Purchaser a monthly interest charge on any delinquent balance as otherwise provided herein, (c) go upon the Purchaser's premises and take possession of any or all of Nance's Products, (d) refuse to make further sales or deliveries, and (e) refuse to complete in-progress or upcoming installations.
8. **DELIVERY:** Delivery to the carrier, including carriers owned or controlled by Nance, or notification that Goods are ready for shipment shall constitute delivery to the Purchaser for all purposes.
9. **SHIPMENT COSTS AND RISK OF LOSS:** Freight charges, freight forwarding charges, dockage charges, cost of preparing export documents, all duties, and tariffs or similar levies shall be the responsibility of the Purchaser. Nance shall bear the risk of loss of the Goods until the Goods are delivered to the carrier, including carriers owned or controlled by Nance or notification to Purchaser that Nance is ready for shipments whichever occurs first. Thereafter, Purchaser shall bear the entire risk of loss of the Goods.

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10. **ACCEPTANCE:** All Goods shall be finally inspected and accepted within thirty (30) days after delivery. All Services shall be inspected and accepted within thirty (30) days after they are completed. Failure of Purchaser to provide Nance with an itemized list of defects within such thirty (30) days or to permit Nance a reasonable opportunity to correct any listed defects shall be deemed acceptance of the Goods or Services and waiver of any defects that were or should have been identified upon inspection. In the event of multiple shipments or extended Services, each individual shipment shall be separately accepted and Services shall be periodically inspected and accepted. Purchaser expressly waives any right to reject Goods or Services that substantially conform to the specifications relating thereto and any right to revoke acceptance after such thirty (30) day period.
11. **CONTINGENCIES:** Neither party hereto will be liable to the other for default or delay in the performance of any of its obligations hereunder (except any obligation to make payments when due) due to acts of God, accident, fire, flood, storm, riot, war, sabotage, explosion, strike, concerted acts of workers, national defense requirements, governmental law, ordinance, rule or regulation, whether valid or invalid, extraordinary equipment failure, inability to obtain electricity or other type of energy, raw material or feed stock from normal sources of supply, labor, equipment or transportation, or any similar or different contingency beyond its reasonable control which would make performance commercially impracticable whether or not the contingency is of the same class as those listed above. Purchaser will pay or reimburse Nance for additional costs incurred for special purchase, freight, handling relating to the delivery, fabrication, design, or installation of any Product by Nance during a contingency. During any period that delivery of Product or Services is interrupted or reduced due to a contingency hereunder, the term of any applicable purchase obligation will be extended for a period equal to two (2) times the duration of the contingency.
12. **CHANGES:** Nance reserves the right to change the specifications and details of any Goods provided that such change(s) shall not impair the performance or critical dimensions of such Goods.
13. **ADDITIONAL COSTS:** Purchaser shall pay to Nance any costs incurred as a result of (a) changes in the Goods or Services or delays in delivery requested by Purchaser; (b) delays in delivery or performance arising from Purchaser's failure to provide information, drawings or materials; or (c) changes in the laws, codes, rules or regulations applicable to the Goods or Services after the date of quotation by Nance.
14. **SERVICE WARRANTY:**
 - A. **APPLICATION:** The service warranty applies to all Services performed by Nance.
 - B. **GENERAL SERVICE WARRANTY:** Nance warrants that it and its subcontractors, if any, will perform all Services in a workmanlike manner in accordance with generally accepted industry practices applicable to the Services, all applicable laws, statutes, ordinances, regulations, rules, standards (government and industry), codes (government and industry), and work orders. The term "workmanlike manner" means Services performed in a manner deemed proficient by those with the special knowledge, training, and experience to judge such Services.
 - C. **WARRANTY WORK:** Nance shall promptly cure all service warranty defects described in Purchaser's written notices during the service warranty period, including defects related to service warranties provided by Nance's subcontractors subject to and conditioned upon Purchaser's payment in full for the Services as required in Paragraph 6.
 - D. **WARRANTY LIMITATIONS:** All interpretations, research, analysis, recommendations, advice, or interpretational data furnished by Nance are opinions. Purchaser assumes full responsibility for the use of such opinions and for all resulting decisions, and Nance shall not be liable for any claims, liabilities and/or losses of Purchaser arising out of such use. As between Purchaser and Nance on warranty issues only, Purchaser's sole remedy and Nance's sole liability for any defect shall be for Nance to repair or reperform the defective portion of the Services to Purchaser's reasonable satisfaction, or at Nance's election, reimburse Purchaser for, the amount attributable to the proportion of allegedly defective Service's purchase price, such amount to be determined by Nance in its sole but reasonable discretion.
 - E. **GENERAL SERVICE WARRANTY PERIOD:** The service warranty period shall be ninety (90)

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days from the date the Services are completed. Minor warranty work shall not extend the warranty period. Material warranty work shall be warranted as a new Service with a new warranty period beginning from the date such warranty work was completed. Purchaser must present Nance with written notice of defect of Services during the warranty period, specifying in reasonable detail the nature of the claimed defect, and allow Nance a reasonable opportunity to cure any defect.

F. EXPRESS WARRANTIES ONLY: THE EXPRESS WARRANTIES IN THIS SECTION SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, WORKMANSHIP, SUITABILITY, MARKETABILITY. NO WARRANTY IS GIVEN NOR SHALL ANY WARRANTY APPLY TO WORK OR SERVICES, THAT: (i) HAVE BEEN MODIFIED BY PURCHASER AFTER DELIVERY OR COMPLETION OF SERVICES WITHOUT EXPRESS WRITTEN CONSENT OF NANCE; (ii) WERE SUBJECTED, AFTER COMPLETION, TO IMPROPER HANDLING, STORAGE, INSTALLATION, OPERATION OR MAINTENANCE BY PURCHASER; (iii) REQUIRES REPLACEMENT BECAUSE OF NORMAL WEAR AND TEAR; OR (iv) THE DEFECT ARISES FROM DRAWINGS, MATERIALS, OR SPECIFICATIONS FURNISHED BY PURCHASER.

15. WARRANTY FOR GOODS AND PRODUCTS FABRICATED AND/OR CUSTOM BUILT (AND PASS THROUGH WARRANTIES):

A. APPLICATION: The warranty for Goods applies to Goods and Products fabricated and custom built by Nance. The warranty for Goods and Products does not apply to consumables or components or items manufactured by someone other than Nance or specified by Purchaser for inclusion in Nance manufactured Goods. Consumable and third-party Goods warranties, if any, are expressly limited as specified in 15C below. The warranty for Goods and Products does not apply to rental items or items entirely provided or furnished by third parties.

B. GENERAL GOODS AND PRODUCTS WARRANTY: Unless a written order provides for used, reconditioned, or refurbished Goods, Nance warrants that all purchased Goods and Products shall be new or like new, shall be free from defects in Nance's workmanship and materials, and shall comply with all applicable laws, regulations, statutes, ordinances, codes (government and industry) and standards (government and industry). As to Goods manufactured pursuant to designs or specifications supplied by Purchaser, Nance warrants only that the Goods will conform to those designs or specifications.

C. CONSUMABLE ITEMS AND THIRD PARTY GOODS AND PRODUCTS: Certain Goods and Products may include components or items manufactured by someone other than Nance or are specified by Purchaser for inclusion in Goods manufactured by Nance. Nance's warranty does not cover any failure of any such component or item. To the extent that any such components or items are warranted by their original manufacturers, and to the extent that such warranties are assignable to Purchaser, Nance assigns to Purchaser any rights and remedies it has relating to such components or items. Nance further agrees to perform any obligations of the original manufacturer of any such component or item under the manufacturer's warranty to the extent that such manufacture authorizes Nance to perform such warranty obligations. Otherwise, Purchaser will look solely and only to the original manufacturer of the such Goods to remedy any defective condition. Certain Goods and Products are or may include Consumables. "Consumables" are Goods and Products, such as elastomers, coatings, anodes, etc. whose useful life in actual operation and use is neither predictable nor consistent, but the degradation of which is caused by their very use or operation. Nance does not warrant any Consumables, and Nance does not warrant or represent the useful life of any Consumable once in use or operation.

D. WARRANTY WORK: Nance shall promptly cure all warranty defects with a reasonable period of time following Purchaser's written notice stating in reasonable detail the nature of the claimed defect and subject to and conditioned upon Purchaser's payment in full for the Goods and Products as required in Paragraph 6.

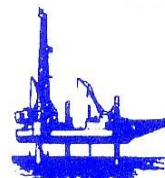
E. WARRANTY LIMITATIONS: THE WARRANTY FOR GOODS AND PRODUCTS DOES NOT

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INCLUDE PARTS ON A WARRANTED ITEM REQUIRING REPLACEMENT BECAUSE OF: (i) MODIFICATION BY PURCHASER AFTER DELIVERY OF GOODS WITHOUT EXPRESS WRITTEN CONSENT OF NANCE; (ii) IMPROPER HANDLING, STORAGE, INSTALLATION, OPERATION OR MAINTENANCE BY PURCHASER; (iii) NORMAL WEAR AND TEAR; OR (iv) A DEFECT IN DRAWINGS, MATERIALS, OR SPECIFICATIONS FURNISHED BY PURCHASER.

G. WARRANTY PERIOD FOR GOODS/PRODUCTS: Except as provided in Paragraph 15C, the warranty period for Goods and Products shall be twelve (12) months from the date of delivery. Purchaser must present Nance with written notice of defect of Goods and Products during the warranty period.

F. EXPRESS WARRANTIES ONLY: THE EXPRESS WARRANTIES IN THIS SECTION SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, WORKMANSHIP, MARKETABILITY, OR SUITABILITY.

16. PURCHASER'S RESPONSIBILITY: Nance provides the original Purchaser with a copy of the relevant operator manuals containing vital information relating to the proper use and maintenance of each Product. Additional copies of operator manuals are available from Nance at an additional cost. Any repairs arising from failure to maintain a Product in accordance with the operator manuals, from operation of a Product in a manner not recommended by the operator manual or from the use of fuels, lubricants or coolants not meeting the specifications set forth in the operator manuals are for the responsibility of the Purchaser. Many factors affect the performance and reliability of a Product. Specific output ratings and operating parameters have been established by Nance and/or the original manufacturer of parts incorporated in the Products. Operation outside of the recommended limits can adversely affect the service life of a Product. Purchaser shall be responsible for all repairs arising from operation of a Product outside its ratings or as a result of misuse, accident or foreign object damage. All Products will require repairs and adjustments over time. Such repairs should be performed only by qualified mechanics and with proper equipment and parts. Moreover, certain items installed on Products, such as belts and filters, are designed to wear out over a period of time and must be periodically replaced. Purchaser should retain a record of all maintenance or repairs performed on Products. Purchaser shall be responsible for any filters, belts, hoses or other normal maintenance items. Purchaser shall be responsible for any costs of shipping Products to the authorized repair location, or shipping repair parts from Beaumont, Texas and for all travel expenses of field servicemen when repairs are performed at other locations.

IN THE EVENT OF A PRODUCT FAILURE:

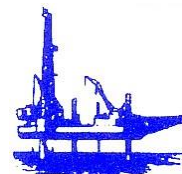
- A. Unless there is a threat to life or property, Purchaser shall immediately cease using a Product that exhibits any fuel or oil leak, vibration, unusual noise, high temperature, low oil pressure, black or white smoke, excessive fuel or oil consumption, or any other abnormal condition.
- B. Purchaser shall not disassemble or otherwise attempt to repair the Products. Purchaser shall contact Nance for the name and address of the nearest facility authorized to repair Products. Purchaser should make available all serial numbers, model numbers, date of purchase and other information that will assist Nance to identify the Product equipment.
- C. Nance Warranty Department will troubleshoot the problem and dispatch a field service representative to the location of the Product or provide Purchaser with replacement parts to be installed by Purchaser. Purchaser shall issue a purchase order or other commitment to pay any expenses that are not covered by warranty.
- D. Warranted failures will be repaired by Nance or its duly appointed local agent during normal business hours using new or remanufactured parts at Nance's option. Any repairs or charges not covered by warranty must be paid by Purchaser at the time services are rendered unless otherwise agreed by Purchaser and Nance in advance.
- E. Nance will invoice Purchaser for all warranty replacement parts that are shipped for Purchaser installation. Purchaser shall be entitled to a full credit against the cost of such part, other than

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transportation charges, upon the return of the failed part and determination by Nance that such failure was covered by warranty..

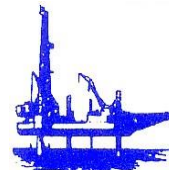
17. **CANCELLATION AND ASSURANCES:** Orders for Goods or Services may not be cancelled by Purchaser after a purchase order for such Goods or Services is submitted to Nance. Nance shall be entitled to request reasonable assurances that Purchaser will accept Goods or Services if there are reasons to believe that Purchaser will not accept Goods or Services when delivered. Until such assurances are received, Nance shall be entitled to stop work on the Goods or Services, cancel any agreement to provide the Goods or Services, or exercise any other remedy available at law or in equity for breach of contract.
18. **INTERPRETATION:** THESE TERMS AND CONDITIONS SHALL BE INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY PROVISION THEREOF THAT WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. Purchaser agrees that any sale of or agreement to sell or provide Goods or Services will be deemed to be made and performable in Jefferson County, Texas.
19. **INDEMNITY (INCLUDING FOR NEGLIGENCE): PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS NANCE, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, FINES, PENALTIES, REMEDIAL COSTS, AND EXPENSES, OF EVERY CHARACTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, (A) FROM BODILY INJURY, SICKNESS AND FOR DISEASE (INCLUDING DEATH) OR PROPERTY DAMAGE OF ANY OF PURCHASER OR PURCHASER'S CONTRACTORS, EMPLOYEES, AGENTS, CUSTOMERS, OR INVITEES, OR OF ANY OTHER PERSONS OR ENTITIES, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF NANCE (AND, IF APPLICABLE, THE OWNER OF ANY RENTED EQUIPMENT IF NOT NANCE) ARISING OR RELATED DIRECTLY OR INDIRECTLY FROM OR TO THE PURCHASER'S POSSESSION, USE, OPERATION, TRANSPORTATION OR MAINTENANCE OF ANY PRODUCT PURCHASED OR RENTED FROM NANCE, (B) FROM ANY ACTUAL OR ASSERTED VIOLATION BY PURCHASER OF OR FAILURE BY PURCHASER TO COMPLY WITH ANY APPLICABLE LAWS, RULES, REGULATIONS, OR ORDINANCES, (C) FROM ANY BREACH OR DEFAULT OF ANY OF PURCHASER'S WARRANTIES, REPRESENTATIONS, OR AGREEMENTS HEREIN. THIS INDEMNITY SHALL APPLY REGARDLESS OF ANY FAULT, NEGLIGENCE OR STRICT LIABILITY OF NANCE. IF ANY ACTION OR PROCEEDING IS BROUGHT AGAINST NANCE BY REASON OF ANY SUCH CLAIMS, DAMAGES, LOSSES OR LIABILITIES, PURCHASER SHALL DEFEND, SETTLE OR COMPROMISE THE SAME AT PURCHASER'S EXPENSE BY COUNSEL REASONABLY SATISFACTORY TO NANCE. THESE INDEMNITIES SHALL SURVIVE FOR A PERIOD OF FOUR (4) YEARS AFTER SALE OR RENTAL OF THE PRODUCT.**
20. **LIMITATION OF LIABILITY:** Neither Nance nor Purchaser shall have any liability to the other for any exemplary, punitive, incidental nor consequential damages arising from the provision of Goods or Services, the installation, use, operation, or consumption of the Goods. NANCE SHALL HAVE NO LIABILITY FOR ANY LOSS, DAMAGE OR COST TO PERSONS OR PROPERTY ARISING FROM DAMAGE TO LANDSCAPING OR DUE TO HOLE PENETRATIONS, OR THE FAILURE TO DISCOVER BELOW GROUND STRUCTURES, EQUIPMENT OR APPURTENANCES. THE PURCHASER SPECIFICALLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY CLAIM FOR INCIDENTAL, STRUCTURAL, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE AND EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO MULTIPLE DAMAGES UNDER ANY DECEPTIVE TRADE PRACTICE OR CONSUMER PROTECTION LAWS. THE PARTIES AGREE TO ATTEMPT TO RESOLVE ANY DISPUTES CONCERNING THE GOODS OR SERVICES FIRST THROUGH GOOD FAITH MEDIATION. WITHOUT LIMITING THE FOREGOING, NANCE'S MAXIMUM LIABILITY TO PURCHASER FOR CLAIM UNDER THESE TERMS AND CONDITIONS OR IN CONNECTION WITH THE PROVISION OF GOODS OR SERVICES HEREUNDER IS EXPRESSLY LIMITED TO THE TOTAL AMOUNT PURCHASER HAS PAID NANCE FOR SUCH GOODS AND SERVICES,

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REGARDLESS OF CAUSE, INCLUDING NANCE'S OWN BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHER FAULT, AND REGARDLESS OF WHETHER ANY OTHER DAMAGES WERE FORESEEABLE OR NOT.

21. **WAIVER:** The waiver by either Nance or Purchaser of any breach under these General Terms and Conditions of Sale shall not be deemed to be a waiver of any subsequent breach of a like or different nature. The failure to enforce any provision of these General Terms and Conditions of Sale shall not be deemed a waiver of such provision.
22. **CONFIDENTIALITY.** All pricing, costs, manuals, and other materials furnished by either party to the other in connection therewith, and the information therein are proprietary to the disclosing party. Such materials contain trade secrets and other confidential information of the disclosing party. The receiving party may not reproduce or distribute such materials except (a) to governmental agencies which require its products, and (b) to the receiving party's employees for the purpose of performing the receiving party's obligation to the other. In the case of any of the aforementioned disclosures, the receiving party will inform its employees or governmental agencies that such information is the confidential information of the disclosing party and is to be treated accordingly. In the case of any of the aforementioned disclosures to the receiving party's employees, the receiving party shall remain responsible for any unauthorized use or disclosure of the confidential information. All such information (except information as may be established to be in the public domain) will be received in confidence by the receiving party, and the receiving party will exercise the same degree of care to hold such information in confidence as it uses with respect to its own trade secrets and/or confidential and proprietary information. Unless otherwise agreed to by the parties, the receiving party will keep all such information confidential for a period which will expire four (4) years after the sale of the Product or Services.
23. **NOTICES.** All notices, unless otherwise provided herein, will be in writing and deemed given on the date the notice is hand delivered, mailed or electronically transmitted to the receiving party at such party's address. Either party may change its address upon notice to the other party as set forth herein.

24. GENERAL.

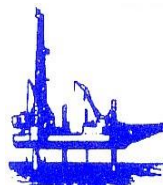
- A. These terms supersede any prior agreement or agreements between Purchaser and Nance covering the supply of Product or Services to Purchaser, but will not be construed as a renunciation or discharge of any claim in damages for an antecedent breach.
- B. Different terms or conditions in any of Purchaser's existing or future purchase orders or other documents issued by Purchaser will be deemed null and void. In the event of conflict between these General Terms and Conditions of Sale and any related purchase orders of Purchaser, the terms and conditions of these General Terms and Conditions of Sale will govern.
- C. No modification or waiver of these General Terms and Conditions of Sale will bind Nance unless expressly set forth in writing and signed and accepted by an authorized representative of Nance, and any agreed to will not be deemed a continuing waiver, but will apply solely to the instance to which the waiver is directed.
- D. Any headings contained in these terms are used only as a matter of convenience and reference, and are in no way intended to define, limit, expand or describe the scope of these terms.
- E. Purchaser represents to Nance that Purchaser has not ceased to pay its debts in the ordinary course of business, that Purchaser can pay its debts as they become due and that Purchaser is solvent within the meaning of the federal bankruptcy act.
- F. In the event of any provision of these General Terms and Conditions of Sale being invalid or unenforceable, such invalidity or unenforceability shall not invalidate any of the other provisions hereof and same shall continue to be in full force and effect.
- G. Purchaser represents and warrants to Nance that as of the date of purchase of Product or Services, Purchaser is not obligated under the terms of any other contract to purchase Product for Purchaser's use. In the event this representation and warranty proves to be false, Purchaser hereby indemnifies and holds harmless Nance from and against all costs, attorney's fees, damages or liabilities which Nance may incur in connection with any claim or claims asserted by any third party as a result thereof.

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ACKNOWLEDGED and ACCEPTED by Purchaser:

Purchaser: _____
Typed or Printed Name of Purchaser

BY: _____
Signature of Purchaser Representative

Typed or Printed Name of Purchaser Representative

Its: _____
Representative Position with Purchaser

Date: _____

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