

Morse Industries
TERMS, CONDITIONS OF SALE AND LIMITED WARRANTY

1. **This Is Entire Agreement.** This Invoice constitutes the entire agreement between Morse Industries (“Morse”) and the Buyer, and it is a complete merger of all prior negotiations and agreements as to the products sold to Buyer by Morse listed on this Invoice. This Invoice supersedes any prior or contemporaneous oral, written or implied agreements about the products listed on this Invoice.

2. **Buyer’s Acceptance of Terms.** Buyer’s acceptance of these Terms, Conditions of Sale and Limited Warranty (collectively, the “Terms”) will be indicated by: (1) Accepting the products delivered, or (2) failing to notify Morse within three days of delivery of any objection to the Terms. Unless buyer explicitly rejects all Terms or explicitly objects to specific terms, any contrary term contained in any document submitted by Buyer shall not be construed as a rejection; and Buyer’s acceptance of products or failure to notify Morse explicitly of such a rejection or objection shall constitute acceptance of the Terms by Buyer.

3. **Warranty Covers Only Specified Intended Uses.** Morse standard products are warranted for the intended uses specified in current Morse product descriptions, brochures and catalogs (including, but not limited to, catalogs for marine products and architectural products). Regularly stocked standard products not included in Morse product descriptions, brochures or catalogs are warranted only for normal uses of such products in the ordinary course. Morse products that are custom-made to Buyer’s specifications are warranted only for the intended uses as specified in writing in the specification included with this Invoice. There is no warranty for unintended uses, or for products damaged by misuse, unreasonable or improper use, accident, improper installation or fabrication, unauthorized modifications or repairs, lack of proper cleaning or maintenance, normal wear and tear, or other causes not due solely to defects in materials or workmanship. Buyer warrants that it alone has selected the products to be furnished by Morse hereunder and stipulates that it is not relying on Morse’s skill or judgment to select such products. Buyers of custom-made products additionally warrant that they alone have selected the products to be furnished by Morse hereunder and stipulate that they are not relying on Morse’s skill or judgment to select such products.

4. **Morse Limited Warranty.**

- a. **Conformity with Specifications.** Morse warrants that its standard products conform to the specifications included in current Morse product descriptions, brochures and catalogs (dimensions, materials and tested capacities) within industry-standard tolerances. As to custom-made products and standard or regularly stocked products altered by Morse at Buyer’s direction, Morse warrants that such products also conform (within industry-standard tolerances) to the written specifications included with this Invoice.
- b. **Freedom from Defects.** Further, Morse warrants that its products will be free from defects in materials and workmanship, under normal use and service, for a period of one year from the invoice date.
- c. **Warranty Applies Only to Buyer.** This limited warranty applies only to the Buyer, not to any remote consumers or any other persons or entities other than the Buyer.
- d. **Sole Remedy is Replacement of Defective Product.** Buyer’s sole remedy under the limited warranty is replacement without charge of the defective product, as more fully detailed below. When the return of defective products is authorized by Morse, it will reimburse Buyer for the cost of standard shipping to return defective products to Morse, and it will ship replacement products to Buyer at Morse’s expense. Any expenses involved in the removal or reinstallation of defective products are not covered by this warranty.
- e. **“Morse Limited Warranty” Defined.** The above provisions (sub-paragraphs a-d) are referred to hereafter as the “Morse Limited Warranty.”

EXCEPT FOR THE MORSE LIMITED WARRANTY STATED ABOVE, MORSE MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS. THE MORSE LIMITED WARRANTY DOES NOT INCLUDE A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE DURATION OF ANY SUCH WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT MAY BE IMPOSED BY LAW SHALL BE THE SAME AS THE MORSE LIMITED WARRANTY AND TOTALLY EXCLUDED THEREAFTER. Some states in the United States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may have other rights, which vary from state to state.

5. **Morse Limited Warranty Excludes Consequential Damages.** **THE REPLACEMENT OF DEFECTIVE PRODUCTS, AS DETAILED BELOW, SHALL BE THE SOLE REMEDY FOR THE BUYER AND THE SOLE LIABILITY OF MORSE FOR ANY BREACH OF WARRANTY. UNDER ALL CIRCUMSTANCES, MORSE SHALL NOT BE LIABLE FOR THE LOSS OF TIME, LOSS OF USE, COSTS TO REMOVE OR REPLACE PRODUCTS, EXPEDITED SHIPPING COSTS, INCONVENIENCE OR OTHER INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OR DAMAGE TO OTHER PERSONAL PROPERTY OR LOSS OF REVENUE, ALLEGEDLY CAUSED BY A DEFECTIVE MORSE PRODUCT.** Some states in the United States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. The Morse Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

6. **Replacement Products Covered for Balance of One-Year Warranty Period.** If allegedly defective products are returned to Morse and replaced under the Morse Limited Warranty, they shall become the property of Morse. The replacement of products will not extend the term of the warranty, but the replaced product will be covered for the balance of the original warranty period.

7. **Any Product Return Must Have Prior Return Authorization.**

- a. **Non-Defective Products:** Morse will accept returns of standard, non-defective products only in “as-originally-shipped” condition. Morse will not accept returns of non-defective products that are custom-made, altered by Morse to Buyer’s specifications, altered by Buyer, or not currently stocked by Morse. Such returns require a return merchandise authorization and are subject to a 20% re-stocking charge; otherwise, the returned products will be re-shipped to the Buyer at the Buyer’s expense.
- b. **Defective Products:** Credit for defective products will not be issued without Morse’s return authorization. To obtain authorization, return requests must be mailed, faxed or e-mailed to our offices, and they must include an itemized list of products to be returned, the reasons for return, and the date and number of the Morse invoice.

8. **No Duty to Upgrade.** Morse reserves the right to improve its products through changes in design, materials or manufacturing processes, without being obligated to incorporate such changes in products previously manufactured by it, or to notify Buyers or subsequent users of its previously manufactured products of such later changes.

9. **Warranty Dispute Procedures.** Any court action concerning the Terms, including, but not limited to, the Morse Limited Warranty, must be filed in the courts located in King County, Washington, the laws of which (excluding its choice of law rules) shall be applied to any claim arising under the Terms, including, but not limited to, the Morse Limited Warranty. Should the court determine that Morse was the substantially prevailing party, Buyer agrees to reimburse Morse for its reasonable expenses, including attorneys’ and experts’ fees, incurred in defending against Buyer’s claims.