

**Advanced Insulation Concepts, Inc. (AIC)**  
**PANEL SALES TERMS AND CONDITIONS**

**A. Prices**

1. All sales hereunder are made subject to all State, County, City, and Federal use, sales and excise taxes, the amount of which the purchaser agrees to pay.
2. Unless otherwise specified, all prices are f.o.b. Florence, Kentucky. Terms of payment for customers with approved credit are 2% discount if payment is received within 20 days from date of invoice, net 30 days from date of invoice. Any unpaid account will bear interest at the rate of 1-1/2% per month from and after the date payment is due.

**B. Shipping**

1. Upon acceptance of an order, AIC will either confirm Purchaser's shipping date or advise Purchaser of a revised shipping date. Purchaser must advise AIC promptly of any objection to the revised shipping date or be deemed to have agreed to the revised date.
2. If shipment is made by common carrier, title and risk of loss shall pass to purchaser upon AIC's delivery to carrier at shipping point.
3. If shipment is made on equipment operated by AIC, title and risk of loss shall pass to purchaser at point of delivery. Purchaser will use all reasonable effort to unload delivery equipment within the period specified by carrier. Any demurrage and/or detention charges are to be paid by purchaser.

**C. Cancellation**

1. Purchaser's order cannot be cancelled except with AIC's consent upon terms that will indemnify AIC against loss. If AIC consents to the cancellation, AIC will make reasonable efforts to stop production of the order as quickly as possible. In such event Purchaser agrees to pay (1) any and all expense incurred by AIC in the production of the order to the date of stoppage, including AIC's overhead plus a reasonable profit, and (2) any cancellation charges paid by AIC to its suppliers caused by Purchaser's cancellation.

**D. Changes**

1. The Purchaser, without invalidating this contract, may request changes in the goods within the general scope of the contract consisting of additions, deletions, or other revisions, the contract price and the contract time being adjusted accordingly. Any such requested changes must be in writing and may be made only with AIC's written consent.

**E. Force Majeure**

1. AIC shall have no liability for delays in delivery or inability to fill the orders caused by war, fire, flood, strike, labor trouble, breakage of equipment, accident, riot, act of government authority, acts of God or contingencies beyond the reasonable control of AIC, interfacing with the production, supply or transportation of the goods, covered by this contract, or in the event of inability to obtain on terms deemed by AIC to be practicable any raw material (including energy source) used in connection therewith. Quantities so affected shall, at AIC's option, either be eliminated from the contract or the delivery date therefor extended, but the contract shall otherwise remain unaffected. AIC may, during any period of shortage due to any of said causes, allocate its supply of such

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**Advanced Insulation Concepts, Inc.**

**Advanced Insulation Concepts, Inc., 8055 Production Avenue, Florence, KY 4042-3094**

**Tel: 800-826-3100 or 859-342-8550 Fax: 859-342-5445**

**www.aicinsulate.com info@aicinsulate.com**

*Advanced Insulation Concepts, Inc., reserves the right to change materials or construction without notice.*

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goods among various uses therefor in any manner which, in the opinion of AIC, is fair and reasonable.

**F. Other**

1. This contract shall be governed by and construed in accordance with the Uniform Commercial Code as adopted in Kentucky, except as the provisions of such Code are herein modified.
2. The rights and duties under this contract are not assignable or transferable by either part without the other's written consent.
3. Any prepayment by AIC of Freight charges shall be for the account of the Purchaser, a shall be included in the amount of the invoice and repaid by the Purchaser on presentation thereof.
4. AIC reserves the right, among other remedies, either to terminate this contract or to stop production and to suspend further deliveries under it in the event the Purchaser fails to pay for any one shipment when same becomes due. Furthermore, should the Purchaser's financial responsibility be or become unsatisfactory to AIC, cash payments or satisfactory security may be required by AIC for future deliveries and for goods theretofore delivered.
5. Failure of AIC to exercise any of its rights under this contract upon one occasion shall not waive its right to exercise the same on another occasion.

**G. Warranty**

1. AIC warrants to the original Purchaser that all panels furnished by AIC shall conform to the general specifications for such panels and to the Bill of Materials used to order them and will be free from defects in material and workmanship when delivered to the job site. If any of the panels fails to conform to the above warranty, AIC will, upon written notice thereof received within one year following the initial date of installation, repair or replace, at AIC's option, the nonconforming panels. This warranty does not apply to failure caused by acts of God, fire, abuse, or abnormal use, or other casualties, nor to panels which have not been used in a building application of adequate design, engineering and construction and in accordance with AIC's current design and installation recommendations. **AIC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT OF ANY PATENT). REPAIR OR REPLACEMENT, AS SET FORTH HEREIN, IS THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER AND WILL SATISFY ALL LIABILITIES OF AIC TO PURCHASER WHETHER BASED ON CONTRACT, NEGLIGENCE OR OTHERWISE ARISING OUT OF THE PURCHASE OR USE OF THE PANELS. IN NO EVENT WILL AIC BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

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