Standard Terms and Conditions

The following Terms and Conditions will apply to all business conducted by, with or for Thermon Manufacturing Company unless otherwise agreed in writing for a specific contract:

1. All orders are subject to acceptance at the Home Office of Thermon Manufacturing Company at San Marcos, Texas. All indebtedness due and owing to Thermon Manufacturing Company payable under this contract shall be payable at San Marcos – Hays County, Texas.

2. Shipment of materials and/or equipment after six months after acceptance of your purchase order, and every six month period thereafter, will be invoiced, and you agree the same shall be invoiced, at the Thermon Price Schedule in effect at the beginning of each six month period, provided that the price increase shall not be more than 10% for each six month period.

3. Any order based upon this proposal must be submitted within 30 days from date, and if accepted by this Company, will be so accepted only with the understanding that the Agreement to deliver, the actual delivery, and the day of delivery are contingent upon strikes, stoppages of labor, accidents, fire, flood, acts of God or of the public enemy, riots, civil disturbances, shortages of fuel or raw material, delays or stoppages of transportation, and all other causes beyond our control. In event that because of the above circumstances it is not reasonably possible for us to make delivery at the date herein estimated, we may deliver at a date later by a period of time equal to the duration of the interfering or preventing cause.

4. The agreement to deliver and the time of delivery herein estimated is made in good faith, based on stocks of material in our possession or estimated to be delivered to us by manufacturers or suppliers as of the date of this proposal. Actual delivery and time of delivery are not guaranteed against delays arising out of the allocation of materials to other orders requiring preferred treatment under Government regulations or caused by priorities or restrictions established by proper Governmental authority which may be or become effective against this Company or any of its suppliers, manufacturers, or sub-contractors prior to the date of shipment. Thermon Manufacturing Company will not be liable for any claims for damages or penalty arising out of delays so caused.

5. The prices stated in this proposal are exclusive of any sales or manufacturer's excise tax which may be or become applicable to said merchandise or sale unless specifically stated otherwise herein. The amount of any such sales or manufacturer's excise tax shall, when payment for such merchandise is due, be reimbursed or paid by the Purchaser to the seller in addition to the amount representing the sales price of said merchandise stated herein or otherwise agreed.

6. **Return of Material:** No material or equipment may be returned prior to written acceptance and instructions from the factory. Materials and equipment of a special nature or design for a specific use cannot normally be accepted.

7. Materials shipment shall be FOB Factory, San Marcos, TX. With prior consent of Thermon Manufacturing Company, freight costs may be prepaid and added to the Customer's invoice.

8. Terms of payment shall be thirty (30) days after date of invoice. No Federal or State Taxes are included in Thermon pricing for products or services.

9. **Cancellation Charges:** The Purchaser may cancel an order only upon payment of a reasonable cancellation charge which shall take into account expenses already incurred and commitments made by Thermon Manufacturing Company and upon written consent of Thermon Manufacturing Company.

10. **Limitation on Warranty:** In lieu of and substitution for all warranties on merchantability and fitness expressed or implied Thermon Manufacturing Company, "Manufacturer", warrants that the materials to be delivered under this proposal will be of the kind and quality described and will reasonably function under ordinary and normal use for a period of one (1) year after the date of shipment. If the materials shall fail to function in the manner stated, Manufacturer will replace the same at its expense F.O.B. the point of use by Purchaser as liquidated damages in lieu of any substitution for any damages for which Manufacturer might be liable at law or in equity and is in lieu of all warranties, guarantees, promises, conditions or representations by Manufacturer expressed or implied. In no event shall the liability of Manufacturer exceed the cost of the materials supplied. Manufacturer shall not be liable for labor costs, the cost of removing the materials or apparatus from the construction, replacing the same or any consequential damages of any kind or nature, direct or indirect. Manufacturer shall not be liable for replacement of materials or apparatus damaged or rendered ineffective by Purchaser or installed contrary to the instructions or recommendations of the Manufacturer. Furnishing a field supervisor for installation at the request of Purchaser shall not change or alter the limitation on liability. Manufacturer shall not be liable after one year from the date of shipment.