



TERMS AND CONDITIONS OF SALE

TERMS 30 day NET unless otherwise stated on invoice. A late charge of 1 ½% per month (18% per annum) will be levied on all accounts unpaid after 30 days. Buyer agrees to pay all costs of collecting or attempting to collect unpaid accounts, including a reasonable attorney's fee.

Claims for shortages must be made within 24 hours of delivery.

No material is to be returned without authorization. All returns must be identified with Buyer's purchase order number, Seller's invoice number, and respective dates. All returns are subject to inspection and acceptance by Seller and any reconditioning and/or freight charges involved will be for Buyer's account. All returns will be subject to a minimum 10% handling charge; special order items are not subject to cancellation or return.

Buyer represents that it has paid all sales taxes (State, County, City, or otherwise) imposed with respect to the sale described herein. Buyer agrees to indemnify and hold harmless Gulf Coast Marine Supply Co. ("Seller"), its successors and assigns, from any and all claims, assessments, payments, interest and penalties arising out of any such unpaid sales taxes and Buyer further agrees to pay all such sums upon demand by Seller, including any attorney fees and other expenses incurred by Seller in enforcing its rights hereunder.

Prices are those in effect at time of shipment and subject to change without notice.

Gulf Coast Marine Supply Co. makes no warranties, expressed or implied, on the products sold herewith, nor does Gulf Coast Marine Supply Co. warrant the fitness of a product for a particular purpose. This sale carries only the warranties, if any, that have been made by the manufacturer of the goods described in this sales order or invoice. Seller's liability for damages, as a seller, is limited to the prices of material only.

COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

This purchase order is subject to executive order 11246 and Federal regulations contained in 41 C.F.R. Parts 60-1, 60-741, and 50-250. Gulf Coast Marine Supply Company hereby certifies that it is an equal opportunity employer and in compliance with all applicable provisions of E.O. 11246 and the cited Federal Regulations. By accepting this purchase order you indicate your compliance with same to the extent applicable to your organization.