



ORDER ACKNOWLEDGMENT

Electrical & Metal Products
Customer Service: THANK YOU FOR YOUR ORDER!
 Harvey IL Mechanical, Telespar, Electrical, Fence or Fire Protection
 De Pere WI - Tectron
 (800) 882-5543
 (800) 999-8823



TUBE & CONDUIT

PLEASE NOTE: THE DATE SHOWN REFLECTS THE ORDER READY DATE ==>

ORDER DATE 07/20/2010	TAKEN BY CMC-202	PAGE 1 of 1
REQUEST DATE 07/15/2010	TAKEN FROM	ACK TYPE ORIGINAL
PROMISE DATE 08/27/2010	CUSTOMER CONTACT	PHONE NUMBER (970) 222-2467

CUSTOMER		ALLIED		ORDER AMOUNT		ORDER WEIGHT	
ORDER NUMBER	ACCT NBR	SHIP TO	ORDER NBR	SALESPERSON NAME	5,130.00	6,556.4000	
CHRIS FAX	M70136	100	666220	J & A TRAFFIC PRODUCTS			
B	CITY OF FORT COLLINS		S	CITY OF FORT COLLINS		SHIP VIA	FREIGHT TERMS
L	PO BOX 00580		I	325 NINTH STREET		MC FLATBED	PREPAID
L	FORT COLLINS CO 80521		P	FORT COLLINS CO 80521			
T			O			F.O.B.	FREIGHT PRICING
O						SOUTH HOLLAND, IL	9.630
						SOURCE	
						120 BLUE ISLAND	

CUSTOMER	ALLIED	PART DESCRIPTION	ORDER QUANTITY	UM	WGT PER	PRICE	UM	EXTENDED PRICE
20F12P10PG	74-4883	TEL-SQ PGAL/H 2.000 12 120.00M	200	EA	24.4000	19.12	EA	3,824.00
22F12A03PG	73-9239	TEL-SQ PGAL/H 2.250 12 036.00M	200	EA	8.3820	6.53	EA	1,306.00

SPECIAL INSTRUCTIONS: Pricing and applicable surcharges are based on current quotation at time of shipment.

**Tectron / ALLIED MECHANICAL TUBE DIVISION ("SELLER")
Conditions of Sale
Acknowledgment**

1. **ACCEPTANCE:** The acceptance of this quotation by Buyer is expressly limited to the terms and conditions hereof ("these terms"). None of these terms may be added to, modified, superseded, or otherwise altered except by written instrument signed by a duly authorized representative of Seller, and each shipment made by Seller and received by Buyer shall be deemed to be only upon these terms. Any of the terms and provisions of any form of Buyer which has been or may in the future be received by Seller, which are inconsistent with, additional to, or different from these terms are hereby expressly objected to and, unless specifically agreed to, in writing, by Seller as provided above, shall not be considered applicable to the sale of shipment of the goods referred to herein.
2. **PAYMENT AND RISK OF LOSS:** Unless otherwise agreed in writing by Seller (a) terms are net cash thirty (30) days after shipment; (b) prices stated herein are F.O.B. point of shipment; (c) risk of loss or damage passes to Buyer on delivery to carrier; (d) Buyer will accept carrier of Seller's selection, and (e) if it is provided herein that Buyer shall accept delivery at Seller's plant by a fixed date and Buyer fails to so do, the Seller may invoice Buyer immediately and, in its discretion, may store the goods at Buyer's expense and at Buyer's risk (either at Seller's premises or at a public warehouse) or may deliver the goods to Buyer, at Buyer's expense.
3. **TAXES:** In addition to the purchase price, Buyer shall pay Seller the amount of all governmental taxes or other charges that Seller may be required to pay with respect to the production, sale, transportation or storage of any goods delivered hereunder.
4. **EFFECTIVE PRICES:** Prices herein stated are subject to change to the prices in effect at time of shipment.
5. **EXCUSABLE DELAYS:** Seller shall not be liable for non-performance or delays in performance or delivery due to causes beyond the reasonable control of Seller including, without limitation, such causes as war, riots, insurrection, fire, flood or other casualties, labor disturbances or disruptions, acts or defaults of suppliers or carriers, unavailability of material or supplies, or governmental rules or regulations.
6. **WARRANTY:** Seller only warrants to Buyer that the goods to be delivered hereunder will be free from defects in material, workmanship and title, and will be of the kind and quality designated or described herein. THE FOREGOING EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. SELLER HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY, WHETHER WRITTEN, ORAL OR IMPLIED, THAT THE GOODS SHALL CONFORM WITH ANY SAMPLES FURNISHED BY SELLER OR BUYER, OR THAT THE GOODS SHALL NOT DISCOLOR OR THE TEXTURE OF FINISH OF THE GOODS SHALL NOT DETERIORATE AFTER SHIPMENT BY SELLER.
7. **REMEDY:** If it appears within thirty (30) days from the date of receipt by Buyer or Buyer's agent that the goods so delivered do not meet the express warranty specified in the preceding paragraph, Buyer notifies the Seller, in writing, within said period and the Seller will, at its option, repair or replace such defective or non-conforming goods or return the purchase price paid therefore by Buyer. THE LIABILITY OF SELLER TO BUYER ARISING OUT OF THE SUPPLYING OF THE SAID GOODS OR THEIR USE, WHETHER ON WARRANTY, CONTRACT OR NEGLIGENCE IS LIMITED SOLELY TO THE REPLACEMENT OR REPAIR OF DEFECTIVE GOODS OR RETURN OF THE PURCHASE PRICE. AS HERIN PROVIDED, AND UPON THE EXPIRATION OF SAID THIRTY (30) DAY PERIOD ALL SUCH LIABILITY SHALL TERMINATE. THE FOREGOING SHALL CONSTITUTE THE SOLE REMEDY OF THE BUYER AND THE SOLE LIABILITY OF SELLER. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES. Buyer shall bear all cost of disassembly, shipment and reinstallation of any defective, repaired or replaced goods and shall return to Seller, only upon written authorization of Seller, all goods for which refund of purchase price is made.
8. **QUANTITY AND QUALITY:** Except as otherwise agreed in writing by Seller, the goods shall be in accordance with tolerances and variations generally permitted in Seller's industry with respect to the quality of the goods. A shipment shall be deemed to be an acceptable shipment when the quantity of such shipment falls within ten percent (10%) of the quantity specified, and the excess of deficiency shall be charged or credited to the Buyer proportionately.
9. **PATENT INFRINGEMENT INDEMNITY:** Buyer warrants that any goods to be delivered hereunder in accordance with designs and specifications furnished by Buyer and any manufacturing process or method adopted by Seller at Buyer's request shall not infringe any patent or trademark whatsoever. Buyer shall defend and hold Seller harmless from any claim which may be made against Seller for any such alleged infringement and shall pay all attorney's fees, costs and expenses of every nature incurred in such defense.
10. **BUYERS CREDIT:** Delivery by Seller of goods hereunder shall at all times be subject to the approval of Buyer's credit by Seller. Seller may at any time withhold delivery of any goods hereunder pending receipt of payment of amounts due Seller from Buyer, and/or security for payment of the amount to become due Seller as a result of the delivery of the goods.
11. **MISCELLANEOUS:** Any action or suit arising in any way under this agreement must be commenced within one (1) year after such cause of action has accrued, and otherwise shall be forever waived, released, discharged and barred. This agreement shall be construed in accordance with the laws of the State of Illinois. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any default by the other which may thereafter occur.