



The prices, specifications, terms, and conditions set forth on the face and reverse side of this Estimate/Quote are material and integral parts of this

estimate/quote and are hereby accepted by Customer. Customer's acceptance can be signified by the execution and return of this estimate/quote to Galloway, or in the alternative, by delivery to Customer of the Goods described above. Either means of acceptance shall be sufficient to legally bind the Customer to terms and conditions set forth on the face or reverse of this estimate/quote. Galloway's offer, as reflected in this estimate/quote, expressly limits acceptance to the terms set forth herein. Galloway specifically objects to the inclusion of any different or additional terms or conditions by Customer in acknowledging and accepting this estimate/quote and any such different or additional terms shall be considered by the parties to be mere surplusage and of no legal force and effect.

TERMS AND CONDITIONS

1. Controlling Provisions. These terms and conditions supersede any provisions, terms and conditions contained on any confirmation order, or other writing Customer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions of this order. Galloway makes no representations or warranties concerning this Order except such as are expressly contained in this Order and this Order may not be changed or modified orally.
2. Complaints Regarding Goods. Customer shall notify Galloway within ten (10) days of receipt of the Goods of any complaint whatsoever Customer may have concerning such Goods. The failure to notify Galloway of any claim within the time period specified by this section shall constitute a waiver, release and bar of such claim.

3. Payments. Payment of the purchase price shall be due in accordance with the terms set forth on the front side hereof and shall be made directly to Galloway at its office address designed on Galloway's invoices.
4. Shipment. All prices are F.O.B. manufacturer's factory, unless otherwise specified in this quote. The method and route of shipment are at our discretion unless the Customer supplies express, written shipping instructions. All shipments are made/insured at Customer's expense and risk.
5. Quotations and Prices. Prices are subject to change without notification and orders calling for future delivery, will be billed according to the price in effect at the time of delivery. Written quotations automatically expire within fourteen (14) calendar days from the date issued and are subject to termination by notice within that period, unless a different time limit is noted within the body of the quote.
6. Prices, Taxes. The prices set forth on the front page are in U.S. Dollars. Except for those taxes reflected on the front page, the prices are exclusive of any taxes (including without limitation, sales, use, value, goods, services, business, property (real or personal, tangible or intangible), license, documentation, registration, import, export, excise, franchise, stamp, or other tax), custom fees or tolls, levy, impost, withholding, fee, duty or other charge of any nature imposed by any governmental authority or other tax authority in any jurisdiction, and any and all fines, penalties, additions to tax, interest or other charges relating thereto (collectively, "Taxes"). Taxes shall be paid by Customer in addition to the price reflected on the front page. Customer shall deliver any certifications or other documents required to demonstrate eligibility and to benefit from any exemption or other relief from any Tax – PRIOR TO SHIPMENT.
7. Cancellation. An order, once accepted by the Customer, can only be cancelled with Galloway's written consent and upon terms that will indemnify Galloway against loss. The customer will pay all manufacturer cancellation/restocking charges.
8. Electronic Communications and Electronic Signatures. Both parties expressly agree to electronic transactions and acknowledge that documents they sign electronically will bind them to the same extent as a paper signature. Customer represents and warrants to Galloway that the employee signing this Estimate/Quote is authorized to bind Customer.
9. Limitation of Liability. Galloway's liability, whether in contract, in tort, under warranty, in negligence or otherwise, shall not exceed the purchase price of the Goods contemplated in this Estimate/Quote, and under no circumstances shall Galloway be liable for any special, indirect, incidental, or consequential damages including the cost of shipment, down time, lost profits or lost sales. Customer expressly waives and releases Galloway from any such claims.
10. No Third-Party Beneficiary. Each party is entering into this Order based on the representations contained herein for its own purposes and not for the benefit of any third party.
11. Warranties. To the extent the original manufacturer makes any warranties covering the Goods, Galloway assigns those warranties to Customer, subject to the conditions and limitations provided by the manufacturer. Galloway will cooperate with Customer, at Customer's sole cost and expense, to process any warranty claim, but Galloway assumes no further responsibility for such warranties. THE FOREGOING ASSIGNMENT OF WARRANTIES IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS WARRANTY ARISING FROM ANY DESCRIPTION OR SPECIFICATION PROVIDED FOR THE GOODS, OR ANY SAMPLE OR MODEL PRESENTED TO CUSTOMER, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR TITLE. CUSTOMER ACKNOWLEDGES THAT IT IS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES OF GALLOWAY PERTAINING TO THE GOODS.
12. Exclusive Remedy. THE EXCLUSIVE REMEDY OF THE CUSTOMER FOR ANY CLAIM BASED ON THE CONDITION, PERFORMANCE, DEFECT OR NON-CONFORMITY OF THE GOODS SHALL BE TO MAKE A CLAIM TO THE ORIGINAL MANUFACTURER FOR THE WARRANTIES, IF ANY, PROVIDED BY THE ORIGINAL MANUFACTURER. IN NO EVENT SHALL GALLOWAY BE LIABLE FOR DAMAGES OF ANY KIND, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, OR ANY OTHER THEORY (INCLUDING NEGLIGENCE) AND CUSTOMER HEREBY WAIVES AND RELEASES GALLOWAY FROM ANY SUCH CLAIMS.
13. Indemnification. Galloway shall not be liable for loss, injury or damage of any kind to any person or entity resulting from any use, condition, performance, defect or failure in the Goods. Customer agrees to indemnify and hold harmless Galloway and its owners, employees, and agents from and against any and all losses, injuries, damages, and expenses Galloway, its employees, agents, customers or licensees may suffer or sustain in respect thereof, and to defend and to assume responsibility therefore, except as may arise from the sole negligence of Galloway.
14. Legal Compliance. The Customer represents that all permit, licenses and authorizations necessary for the purchase and intended use of the Goods has been obtained. The Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the intended use of the Goods.
15. Due Payment. If Customer does not make timely payment of any amount due and payable hereunder, Galloway (without prejudice to any other remedy) shall be entitled to interest on any past-due amounts at the lower of eighteen percent (18%) per annum or at the highest rate permitted by law, plus reimbursement of all costs incurred in collecting such sums (including court costs and reasonable attorneys' fees). Customers making payment by credit card will be charged a 3% processing fee.
16. No Set Off. Payment for the Goods contemplated under this Order shall not be subject to set off or recoupment for any present or future claim which Customer may have against Galloway. Galloway will not accept responsibility for back charges for the cost of materials or labor by Customer or any third party.
17. Assignment. Neither this Order nor any right granted hereunder may be assigned by Customer without Galloway's prior written consent, and any assignment without such consent shall be void.
18. Force Majeure. Galloway shall not be liable for any loss or damage of any kind or for any consequences thereof resulting from delay or inability to deliver the Goods contemplated under this Order caused by strikes, lock outs, fire, theft, pandemics, shortage, inability to obtain materials or shipping space, break downs, delays of carriers, manufacturers, or supplies, acts of God, governmental statutes, proclamations or regulations, riots, civil commotions, war, malicious mischief, receipt of necessary information from Customer, or by any other cause beyond Galloway's reasonable control.
19. Complete Integration. Galloway and Customer agree that this Order is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all communications between the parties relating to the subject matter hereof. No agent of Galloway is authorized to make any agreement or promise pertaining to the Goods contemplated herein except upon the terms and conditions contained in this Order.
20. Governing Law. All matters arising out of or relating to this Order are governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice or conflict of law provision (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any legal action or proceeding arising out of or relating to this Order shall be instituted in the Federal Courts of the United States of America or the Courts of the State of Florida in each case located in the City of Fort Myers, Lee County, Florida.
21. General. No modification, waiver, amendment, discharge or change of this Order shall be valid unless the same is in writing and executed by the party against whom enforcement is sought. This Order shall be binding upon, and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. If any provision or any portion of any provision of this Order shall be held invalid or unenforceable, the remaining portion of such provision, and the remaining provisions of this Order shall not be affected thereby. Customer acknowledges that it has read this Order in its entirety and that it fully understands the totality of its responsibilities hereunder.