



TERMS AND CONDITIONS OF SALE

Terms: Standard terms are NET 30. A 1½% per month (18% per annum) service charge will be added to all past due accounts

Errors & Claims: All claims for shortage in shipment or damaged material must be noted on the "Bill of Lading" and a written request for credit submitted to Nicor Inc. within 15 days of shipment. Nicor Inc. responsibility ceases upon delivery to the carrier.

Returned Goods: Returned goods will be accepted only after written approval and shipping instructions are received from Nicor Inc. A return goods authorization number is required and must be on all cartons, documents, and correspondence. All returns are subject to a 30% restocking charge, freight cost of returned goods (plus "out freight if applicable"). A higher restocking charge may be assessed against any return requiring extraordinary handling costs.

Minimum Order: 50-piece minimum order net billing.

Limited One Year Warranty: The liabilities of Nicor Inc. are limited solely and exclusively to replacement as set forth in our standard "Statement of Warranty", alone and do not include any liability for incidental, consequential or other damage of any kind whatsoever, whether any claim is based upon theories of contract, warranty, negligence or tort and without any limitations and do not include shipping charges, labor, installation or any other losses or expenses incurred in operation of any replacement specialty item or fitting. Nicor Inc. products are designed to be used for meter applications only. Any modifications to the lid after acceptance and or products used in improper application by customer as described within, voids the warranty.

Limited Lifetime Warranty: Nicor Inc. warrants to the original owner of its Nicor meter lids and connectors, subject to the conditions set forth in this warranty, that Nicor Inc. products will remain free from manufacturing defects. All Nicor Inc. products are guaranteed against defects resulting from faulty workmanship or materials. Claims for labor costs and other expenses required to replace defective products or repair of any damage resulting from the use thereof will not be allowed by Nicor Inc. Our liability is limited to replacement of products acknowledged by Nicor Inc. to be defective.



Exclusive Warranties and Remedies: The FOREGOING REMEDIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (I) ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE; AND (II) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM Nicor Inc.'s NEGLIGENCE, ACTUAL OR IMPUTED.

The remedies of customer shall be limited to those provided herein to the exclusion of any and all other remedies including, without limitation, incidental or consequential damages. No agreement varying or extending the foregoing warranties, or these limitations will be binding on Nicor, Inc., unless such is signed in writing by an authorized officer of Nicor, Inc. The liability of Nicor, Inc., hereunder shall be limited to restoring to good working order, provided that Nicor, Inc., is not required to restore the product to good working order when such failure is due to causes beyond Nicor, Inc.'s control, including but not limited to, acts of God, acts of civil or military authority, priorities, strikes, floods, epidemics, war, riots, and other causes that are beyond the manufacturers control. These provisions are complete and exclusive statements of all terms and conditions between Nicor, Inc., and the consumer. These provisions may not be varied, supplemented, qualified or interpreted by any prior course of dealings, written or oral or by trade usage. No Nicor, Inc. agent, officer or employee has authority to make any representation, promise or warranty concerning these provisions.