

SALES TERMS AND CONDITIONS

Payment for the material described in the letter to which this attachment relates is to be made in full, payable to the "New York City Transit Authority", (the Authority), before shipment or pickup by Buyer for all Material purchased.

All sales are final, payable in US Dollars only. Title transfers to Buyer upon delivery or pickup.

The Authority reserves the right to reject any and all Bids in its sole and absolute discretion. In the event of tie Bids, the Authority reserves the right to determine the successful Bidder by lot or otherwise in its discretion.

The Authority shall have no responsibility for inspection, testing, or for any information it furnishes or fails to furnish as a result thereof for compliance with laws or regulations. Any testing and inspection information that may be provided is furnished for information only, and any reliance thereon shall be at the sole risk and responsibility of the Buyer.

The Material is furnished "as is" "where it lies" as a lot purchase, except when offered on a line item basis, and without any warranty, expressed or implied, of any nature whatsoever except that the Authority warrants its title thereto.

THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY THE AUTHORITY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE AUTHORITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE MATERIAL.

Buyer releases and shall indemnify and hold harmless the Authority, its officers, employees, agents and servants from and against all proceedings, claims, demands, costs, expenses and liability arising out of, resulting from, or in any way connected with the supply or use of the Material, including any parts, or supplies, or services furnished hereunder.

The maximum liability to which the Authority may be subject in connection with this transaction shall be the refund of the purchase price less processing fees, or so much thereof as has been paid by the Buyer.

Buyer's approval of the terms of this sale shall constitute acknowledgement and agreement that any motor vehicles operated on Authority property in connection with this sale shall be properly insured in accordance with existing NY insurance laws. This transaction shall be governed by applicable New York law. No oral modification hereof shall be effective.

The Authority shall have no responsibility for loss or damage to any vehicle or other equipment or property entering upon Authority property for the purpose of carrying out this sale, regardless of how caused.

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