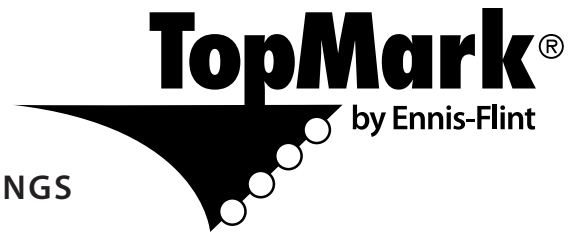


PRICE LIST

Effective January 15, 2015

(subject to change without notice)



PREFORMED THERMOPLASTIC DETECTABLE WARNINGS

- First-time applicators must contact Ennis-Flint at (336) 475-6600 for on-site training prior to applying TopMark®.
- The TopMark® tools are required for successful application.
- Always follow the current application instructions included in each package of TopMark®.

TopMark® Materials			Colors: Yellow, Brick-Red, Grey, or Black			
Description	Size	Item Number	Quantity Per Pack	Price Per Kit	Weight	Contents
TopMark® Kit: 1' x 2' contains materials and sealer/ bonder paste to complete 32 sq.ft. of application area	1' x 2' per sheet	TMK4116600ASB (Yellow) TMK4116600ASB-B (Black) TMK4116600ASB-RB (Brick Red)	1 Kit	\$585.30	66 lbs.	1x2 Materials Kit includes: 16 qty. - 1' x 2' domed sheets Sealer/Bonder Paste Kit (excludes guns)
TopMark® Kit: 2' x 4' contains materials and sealer/ bonder paste to complete 32 sq.ft. of application area	2' x 4' per sheet	TMK4116040ASB (Yellow) TMK4116040ASB-B (Black) TMK4116040ASB-RB (Brick Red)	1 Kit	\$585.30	66 lbs.	2x4 Materials Kit includes: 4 qty. - 2' x 4' domed sheets Sealer/Bonder Paste Kit (excludes guns)
TopMark® Kit: 1' x 3' contains materials and sealer/ bonder paste to complete 36 sq.ft. of application area	1' x 3' per sheet	TMK4116800ASB (Yellow) TMK4116800ASB-B (Black) TMK4116800ASB-RB (Brick Red)	1 Kit	\$658.40	70 lbs.	1x3 Materials Kit includes: 12 qty. - 1' x 3' domed sheets Sealer/Bonder Paste Kit (excludes guns)
TopMark® Kit: 2' x 3' contains materials and sealer/ bonder paste to complete 36 sq.ft. of application area	2' x 3' per sheet	TMK4116700ASB (Yellow) TMK4116700ASB-B (Black) TMK4116700ASB-RB (Brick Red)	1 Kit	\$658.40	70 lbs.	2x3 Materials Kit includes: 6 qty. - 2' x 3' domed sheets Sealer/Bonder Paste Kit (excludes guns)
TopMark® Radius Piece For radius applications. 28 sq. ft. per pack Note: TopMark Sealer/Bonder Paste Kit sold separately (Item 4116325: \$164.00)	see drawing	4116950 (Yellow) 4116950-B (Black) 4116950-RB (Brick Red)	8 sheets	\$367.00	44 lbs.	

Sealer/Bonder Paste Kit Contents: 4 ea. pre-filled sealer & bonder paste cartridges, 12 napkins, 4 wood scrapers, 2 trash bags, 1 marker, 6 mixing tips, 4 pairs nitrile gloves, 11 - 3" rollers, application instructions, MSDS

TopMark® Tools Kit					
Description	Item Number	Quantity Per Pack	Price Per Kit	Weight	Contents
TopMark® Tool Kit With Flint 2000EX Heat Torch	TMK4116310	1 Kit	\$1420.20	62 lbs.	Flint 2000EX Heat Torch, TopMark Roller, Sealer Gun 75/150, Dispensing Gun 300/600, IR Thermometer
TopMark® Tool Kit Without Flint 2000EX Heat Torch	TMK4116320	1 Kit	\$ 505.90	51 lbs.	TopMark Roller, Sealer Gun 75/150, Dispensing Gun 300/600, IR Thermometer

TopMark® Required Tools & Accessories						
Description	Item Number	Unit Price	Quantity Per Pack	Price Per Pack	Weight	Contents/Comments
Flint 2000EX Heat Torch	530100	\$938.20	1	\$938.20	11 lbs.	UL Listed; POL valve & 25ft hose. Cylinder not included.
Infrared Thermometer	HMT5	\$138.00	1	\$138.00	1 lbs.	
TopMark® Roller - 35 lb.	4116092	\$235.00	1	\$235.00	35 lbs.	Specially made for proper application of TopMark®
TopMark® Sealer Gun 75/150	4116255	\$ 45.00	1	\$ 45.00	5 lbs.	Specially made for proper application of TopMark®
TopMark® Dispensing Gun 300/600	4116280	\$ 64.00	1	\$ 64.00	6 lbs.	Specially made for proper application of TopMark®



Flint 2000EX Propane Heat Torch
(cylinder not included)



IR Thermometer



TopMark® Roller



TopMark® Sealer and Dispensing Guns

*All prices are FOB Thomasville, NC. Subject to change without notice.

Flint Trading, Inc. (dba Ennis-Flint)

Terms and Conditions of Sale

These Terms and Conditions of Sale set forth the terms and conditions upon which Flint Trading, Inc. dba Ennis-Flint ("Seller") will sell certain products to the buyer ("Buyer"). Any attempted modification of these Terms and Conditions by Buyer, and any additional or different terms included in any document provided by Buyer are hereby rejected unless conspicuously and expressly agreed to in writing by Seller.

Price:

Prices are subject to change without notice. Prices charged will be those in effect at the time of the acceptance of the order.

Acceptance:

All orders are subject to acceptance by an officer of Ennis-Flint.

Taxes:

The price of the products specified herein excludes any federal, state or local taxes. The Buyer is responsible for any federal, state, or local taxes that apply. The Buyer agrees to reimburse the Seller for any taxes he might ultimately be obligated to pay as a result of this sale which normally would have been collected at the time of sale.

Payment:

Seller's prices are calculated on a cash-with-order basis. Therefore, all orders are COD unless credit is already established by an acknowledged credit application. Terms on established credit accounts are net on presentation. Balances unpaid after 30 days from date of invoice are subject to a service charge of 1.5% per month or maximum allowed by law, if different, together with expenses incidental to collection, including specifically set forth reasonable attorney's fee of 20% of the unpaid balance.

Product Changes:

Ennis-Flint is constantly working to improve products. Therefore, in order to incorporate new technological advances, we reserve the right to alter chemical nature, specification, design or weight. Ennis-Flint shall not be required to modify goods already sold or in service.

Freight Policy:

All product is shipped FOB our warehouse in Thomasville, NC unless otherwise stipulated. The risk of loss of such products shall pass to Buyer upon delivery to the shipper. Unless Seller accepts specific instructions given by Buyer relating to shipment, arrangements shall be at Seller's option. The time of delivery is not of the essence, and Seller will not be liable or responsible for any costs, charges, expenses, damages or for any penalty, liquidated or otherwise, for late or delayed delivery.

Claims for Damage or Shortages:

Any claims for shortages must be made within 10 days after the receipt of the merchandise. All preformed thermoplastic products are shipped from our warehouse in Thomasville, NC in good condition and packaged securely. Any shipment which arrives with visible signs of damage or missing packaging should be refused or thoroughly inspected with damage noted on the carrier's delivery ticket. Any claims for goods damaged (visible or concealed) must be made by the Buyer to the delivering carrier within 10 days after receipt of the merchandise.

Restocking Charges:

No merchandise may be returned for credit without the Seller's prior approval and a Return Merchandise Authorization number, and only with the transportation charges prepaid. A 15% (fifteen percent) restocking charge will be deducted from any credit issued. Returned merchandise will not be accepted after 90 days from the date of delivery.

Warranties:

TopMark® is intended to be used as a detectable warning in compliance with and as defined by The Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines and the Public Rights-of-Way Accessibility Guidelines. TopMark® is warranted for its intended use for five years from the date of purchase by the Seller to not degrade significantly when installed and maintained according to the manufacturer's application instructions. Ennis-Flint warrants preformed thermoplastic pavement marking products, unless otherwise specified, to the original buyer against material defects for a period of one year from the date of delivery of the goods. The foregoing warranty is the only warranty whatsoever, expressed or implied, relating to the products. In no event will Seller be liable for any claims related to the products if the products have been misused, altered, or incorporated into any other product. Such misuse, alteration, or incorporation shall be deemed to be a waiver of all claims by Buyer. SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Seller shall be given, and any claim shall be subject to Seller being provided, a reasonable opportunity to investigate the products subject to any claim. Buyer shall not make any representa-

tion or warranty with respect to the products to any person or entity without the prior written consent of Seller.

Limitation of Seller's Liability:

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL SELLER BE LIABLE HEREUNDER OR OTHERWISE FOR ANY EXEMPLARY, PUNITIVE, REMOTE, SPECULATIVE, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OR LOSS OF PROFITS, AND NO CLAIM SHALL BE MADE OR AWARDED AGAINST SELLER, FOR ANY SUCH DAMAGES OR LOSS OF PROFITS. SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING IN CONNECTION WITH THE SALE OR USE OF THE PRODUCTS, WHETHER IN LAW OR IN EQUITY OR WHETHER IN CONTRACT OR IN TORT, AND WHETHER BASED UPON NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT OR EQUITABLE PRINCIPLES, OR OTHERWISE, IS EXPRESSLY LIMITED TO, AT SELLER'S OPTION, REPAIR OR REPLACEMENT OF THE PRODUCTS WITH RESPECT TO WHICH DAMAGES ARE CLAIMED.

Important Notice:

Before using any product from the Manufacturer and Seller, the Buyer shall determine the suitability of the product for his or her intended use and the Buyer assumes all risk and liability whatsoever in connection therewith.

Intellectual Property Rights:

All of the intellectual property related to the products sold to Buyer is the sole and exclusive property of Seller. This Agreement is not a sale of any intellectual property related to the products and Buyer has no title to, or ownership in, such intellectual property. Buyer shall not analyze or otherwise examine any of Seller's products for the purpose of reverse engineering the formulations for such products. Buyer shall not repackage the products or remove any trademarks or copyright notices. Buyer shall not use or seek to register any trademark which is identical to or confusingly similar to any trademark which Seller owns or claims rights in anywhere in the world.

Right to Set Off:

Seller reserves the right to set off against any unpaid balance owing to Seller by Buyer, any sums owing by Seller to Buyer, whether arising out of these terms and conditions or otherwise.

Export Control:

Buyer acknowledges that the products may be subject to U.S. Export laws and regulations, and Buyer will not use, distribute or transfer any product, except in compliance with such laws and regulations.

Dispute Resolution:

Buyer and Seller waive the right to trial by jury and agree that any unresolved dispute or controversy arising under or in connection with the products shall be settled exclusively by arbitration in accordance with the rules of the American Arbitration Association (the "AAA") then in effect. Such arbitration shall be conducted by a single arbitrator in Greensboro, North Carolina. If Buyer and Seller are unable to agree on the arbitrator, the arbitrator shall be selected by AAA. Seller and Buyer shall share equally the costs of the arbitrator, unless the arbitrator determines otherwise. A decision by the arbitrator shall be final and binding, and judgment may be entered on the arbitrators' award.

Severability:

If any provision of these terms and conditions is held invalid, such invalidity shall not affect other provisions of application of these terms and conditions that can be given effect without the invalid provision or application, and to this end the provisions of these terms and conditions are declared to be severable.

Applicable Law:

These terms and conditions shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to conflicts of laws principles.

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ENNIS-FLINT
A Traffic Safety Solutions Company