



*“Quality Is Our Standard...  
Customer Service Is Our Specialty”*



## Terms & Conditions

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## Conditions of Sale and Trade Customs

1. Quotations and prices are subject to change without notice. All shipments will be billed at the Seller's prices in effect at the time of goods sold being manufactured and shall not exceed the maximum prices lawfully established under any applicable law or governmental regulation in effect at time of shipment. All transportation charges are for the account of the Buyer. If published rail or rail and water freight rates are increased or decreased prior to shipment, prices of unshipped materials or goods which may have been ordered on a "delivered price" basis shall be increased or decreased accordingly.

2. Quotations and sales are f.o.b. point of shipment unless otherwise expressly stated in a writing signed by both Seller and Buyer. Delivery of goods to Buyer shall be considered effective when the goods are placed with a common carrier for shipment to Buyer and title shall pass as of that date. Delivery is also subject to federal and state laws and regulations, fires, strikes, disputes with workmen, floods, accidents, embargoes, delays in transportation, shortage of cars, shortage of fuel or other material, shortage of labor, and to any other causes beyond reasonable control of the Seller. Seller does not guarantee to ship within the time promised, but uses its best efforts to do so and shall not be liable for any damage caused by delay in delivery. In the event of damage or loss in transit, consignee must give immediate written notice to the carrier's agent at destination and to Seller. Within 30 days after receipt of goods, Buyer must notify Seller in writing of any defects, claims for shortage, errors in shipment, or errors in charges. In the absence of such notice, Buyer will be deemed to have accepted all goods notwithstanding any defects, shortages, errors in shipment or charges, or other defects.

3. All orders, shipments and settlements are subject to approval by an Officer of the Seller. Should the Buyer fail to fulfill the terms of payment of any order between the Buyer and the Seller, the Seller may defer further shipments until such payments are made or may cancel any or all orders unshipped. The Seller reserves the right to require from the Buyer at any time satisfactory security for performance of the Buyer's obligations under any order placed with the Seller, and refusal or failure to furnish such security will entitle the Seller to suspend shipment until such security is furnished or to cancel the order, or orders, or the unshipped portion thereof. Orders for special goods may not be cancelled. Buyer shall become liable for and pay Seller's cancellation charges. A minimum base charge of 10% of the total sale price will apply to all cancellations. This may or may not include materials and labor applied to the job.

4. Seller warrants goods of its own manufacture against defects in material and workmanship only, for a period of one year from the date of shipment, to the extent that it will replace such goods f.o.b. point of manufacture, or allow credit therefor, at its election, when such goods are in the hands of the original purchaser and used in normal use and service. Other goods are warranted only to the extent of the express warranty of the manufacturer thereof and to the manufacturer thereof and to the extent such is enforceable by the Seller. No warranty either express or implied is made by seller as to the fitness, merchantability, condition, Capacity or efficiency of any goods sold. Seller shall not be responsible for any loss or damage resulting from the Installation, operation, or use of goods sold, including, without limitation, labor costs, direct, indirect, incidental, Punitive, or consequential damages, even if such damages were contemplated at or prior to the sale of such goods, Buyer's only remedy, if any, is limited to the refund of the purchase price (exclusive of taxes, interest charges, shipment Costs, and other expenses of seller related to the sale), or the repair or replacement of the goods according to the Express warranty set forth in this section above. Seller's liability is expressly limited as set forth in this section above And the remedy provided for the buyer above is exclusive of all others. In the event of a warranty claim, Buyer must notify Seller in writing of any defect in the goods subject to this sale within 30 days of any acceptance of such goods. In the absence of such notice, Buyer's obligations shall be deemed irrevocable, unconditional and absolute. Any claimed defect shall be subject to inspection by Seller for determination, in its discretion, as to whether the claimed defect is subject to the warranty provisions of this section.

5. Materials shall be subject to Seller's standard manufacturing variations, classifications and extras. Seller reserves the right to change specifications at any time without incurring obligation for products previously or subsequently sold. All goods made to special specifications are deemed to be inspected and accepted before shipment is made. Packaging and loading will comply with current accepted standards.

6. Any taxes, excises, levies or charges which the Seller may be required to pay or collect under any existing or future law, upon or with respect to services and/or the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the materials covered hereby shall be for the account of the Buyer, and the quoted or otherwise applicable prices shall be increased thereby.

7. Failure of the Seller to enforce any of these conditions or to exercise any right accruing through the default of the Buyer shall not affect or impair the Seller's rights in case such default continues or in case of any subsequent default of the Buyer and such failure shall not constitute a waiver of other or future defaults of the Buyer.

8. No statement or recommendation made or assistance given by the Seller or its representatives to the Buyer or its representatives, in connection with the use of any products by the Buyer, shall constitute a waiver by the Seller of any of the provisions hereof or affect the Seller's liability, as herein defined.

9. Seller certifies that goods of its manufacture covered hereby were produced in compliance with all applicable requirements of Sections 6,7, and 12 of the Fair Labor Standards Act, as amended and of the regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.

10. There are no understandings or agreements between the Buyer and the Seller relative hereto which are not fully expressed herein, and no change made herein shall be valid unless it is made in writing and signed by both parties.

11. Buyer shall defend, protect, indemnify, and hold Seller harmless, including its successors, representatives, agents and assigns from and against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from, the goods subject to this sale, including the installation, use or operation of the goods. This indemnification shall not extend to any claim arising out of the sole negligence of Seller.