



Terms & Conditions of Sales

The terms and conditions which are set forth in the following constitute all terms and conditions of the sale of products by Seller. Seller objects to any contrary terms in Buyers purchase order. Any such contrary terms shall be without force and effect and shall not be binding upon Seller.

- (1) No contract shall come into existence for the sale of materials or the furnishing of service by Seller to Buyer unless and until an offer has been made by Buyer and has been accepted by Seller or unless and until an offer has been made by Seller and has been accepted by Buyer. The terms and conditions as set forth herein will constitute all of the terms and conditions of the contract and the terms and conditions in Buyer's purchase orders shall be without force and effect and shall not be binding upon Seller except to the extent, if any, that such terms and conditions shall be identical to the term and conditions herein set forth. The agreement resulting from the making of such offer and such acceptance thereof is hereinafter in these Conditions called the "Contract".
- (2) Prices and terms of payments specified herein for the materials or services covered hereby will be adjusted to Seller's prices and terms of payment in effect at the time of shipment. All prices are exclusive of any and all taxes. Each shipment for the purpose of pricing, invoicing, and billing shall be treated as a separate and independent contract.
- (3) Seller shall not be responsible for delay in shipments or delivery or for non-performance of contracts, in whole or in part, if such delay or non-performance shall be due to fires, floods, strikes, work stoppages or slow down, accidents, casualties, inability to procure raw materials, delays in transportation however caused, or other causes beyond Seller's control.
- (4) The contract is binding upon the Buyer and Seller and cannot be cancelled after Purchase Order is provided to manufacturers. The contract cannot be modified except on terms to be agreed upon which shall include protection of the Seller against any loss. Buyer will be responsible for any costs incurred by seller for cancellation of products such as returns transportation, restock charges, scrapped material, partial product/complete product etc. The Seller may, at its option, cancel the contract if Buyer shall fail to make payment in accordance with the terms and provisions of this contract or any similar contract with the Seller, and the Buyer hereby waives any cause of action and right to any offset or counterclaim against Seller by reason of such cancellation.
- (5) The terms and conditions of this agreement are confidential between Buyer and Seller including all correspondence, such as purchase orders, quotes, and invoices and shall not be disclosed to any other parties.
- (6) Seller warrants product for a period consistent with the manufacturer's warranty that its products shall conform to the description on the face of Seller's acknowledgment, and shall be free from defects in materials and workmanship as shall be determined by original manufacturer's production standards. Seller will not be responsible under warranty for any defect, which is caused by negligence, mistreatment, or misuse of a product or for any product that has been altered or modified. **THE WARRANTY DESCRIBED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The terms, which are contained herein, constitute the entire agreement of the parties and warranty representations of Seller. There are no other representations, warranties, or guarantees, which are applicable to the sale of Seller's products unless otherwise expressly agreed to in writing.



- (7) Buyer's exclusive remedy for any warranty claim, or for any claim arising out of the purchase or use of Seller's products, shall be the replacement of the product. Seller will replace its products, without charge to the Buyer. Seller will not be liable for any consequential, incidental, or other damages sustained by Buyer, including but not limited to loss of profits or revenues, loss of use of product, cost of capital, cost of substituted product, facilities cost, services, or claims of Buyer's customers for any damages. Any warranty claim of Buyer must be made within one year of the date of shipment of the product. This exclusive remedy applies regardless of the nature of Buyer's claim, whether in contract, tort, express, or implied warranty, negligence, or strict liability.
- (8) We agree in performing the work required by your purchase order, not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.
- (9) The contract shall be governed by and construed in accordance with the laws of the State of Texas.
- (10) The terms and conditions set forth herein constitute the entire contract between the parties, this contract not being subject to alteration or modification except in writing signed on Seller's behalf.
- (10) The terms of payment are net 30 days from date of invoice as shown on face of Seller's invoice.
- (11) Any commodities, technology, or software, which are exported from the United States of America, are subject to U.S.A. Export Administration regulations and/or other U.S.A. export laws and regulations. Diversion contrary to U.S.A. laws is prohibited.
- (12) Finance Charges: In consideration for the extension of credit, Buyer agrees to pay for all purchases within the terms agreed (net 30) and agrees to pay a service charge of 1-1/2% per month (18% annual percentage rate) on all past due balances.
- (13) Collection Fees: In the event any third parties are employed to collect any outstanding monies owed by Buyer, Buyer agrees to pay reasonable collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred.
- (14) Failure by Seller to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor bar the exercise or enforcement thereof at any time thereafter.