



## **TERMS AND CONDITIONS**

The following abbreviated summary of the “Terms and Conditions of Sale” is for informative purposes only. **It is not a binding legal document and does not constitute a complete statement of the “Terms and Conditions of Sale,” in their entirety.** For further detail, please refer to the “Terms and Conditions of Sale.”

### **Pricing**

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Prices are in U.S. Dollars. Typographical errors are subject to correction at any time by Supplier. Supplier reserves the right to make adjustments to products for reasons including, but not limited to, product discontinuation and manufacturer price changes. Purchaser must approve changes in writing.

### **Confidentiality**

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All prices quoted to Purchaser by Supplier are confidential and shall be kept confidential for three (3) years following the date of disclosure.

### **Payment**

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For any payment due to Supplier but not received by Supplier by the due date, Purchaser shall pay any and all costs of collection incurred by or on behalf of Supplier, as well as interest.

Supplier shall have the right to terminate the agreement between it and Purchaser (in whole or in part) on Purchaser’s failure to timely perform.

### **Errors**

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All claims by Purchaser for errors in shipment or invoice must be made in writing and received by Supplier within ten (10) days after initial receipt of goods or invoice.

### **Cancellation**

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Orders accepted by Supplier may be cancelled or deferred by Purchaser only with the express prior written consent of Supplier. Consent may be conditioned on the payment of a restocking charge and/or other charge determined by Supplier.

### **Delivery**

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Supplier is not liable for any failure to meet a delivery date arising (in whole or in part) from delays due to strikes, custom inspections or acts of God or war.

## **Re-Order**

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If final product is less in quantity than original order, Purchaser may re-order at the same price or receive a refund per the price list attachment for specific items not delivered. Partial delivery does not negate the purchase of other delivered items. Purchaser has three (3) days from the date of delivery to notify Supplier of an incorrect quantity or damage during shipment.

## **Defects**

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Goods and services sold to Purchaser shall not be considered noncompliant even though they are not in precise conformity with specifications if any of the product substantially fulfills performance requirements or meets the warranties of Supplier.

Purchaser shall within ten (10) days of the receipt of goods inspect them and advise, in writing, if any goods are not in compliance with the order. If no notification is received, the goods shall be deemed compliant.

No warranty of Supplier shall apply to any products that have not been fully paid for or have been subjected to misuse, neglect, accident or improper application or installation, or have been repaired or altered, without prior written consent of Supplier.

## **Warranty**

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Supplier shall replace or refund the price of any product that Supplier determines, in its sole discretion, to be materially defective in workmanship or material for a period of thirty (30) days from the date of delivery to the Purchaser (assuming Supplier has received full payment).

Purchaser shall provide written notice to Supplier immediately upon discovery of a defect.

Supplier makes no warranty or representation as to the merchantability or fitness for a particular purpose of the goods sold. Supplier will not be liable for any consequential, incidental or other damages including, but not limited to, labor fees, costs or expenses.

## **Legal Compliance**

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Supplier shall not be responsible for the compliance of the goods sold with any governmental safety, environmental or health laws, rules or regulations.

## **Specifications**

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Purchaser acknowledges the receipt of sample products and certifies that products meet safety standards and specifications so desired.

### **Waiver of Claims**

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Purchaser's claim shall be deemed waived unless made in writing within ten (10) days of receipt of the goods to which such claim relates. Purchaser may not bring a breach of contract action more than three (3) months after the occurrence of the cause of action.

### **Assurance**

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If Supplier requests, Purchaser shall provide, within seven (7) days, reasonable written assurance of buyer's timely and complete performance.

### **Product Use**

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SUPPLIER SHALL HAVE NO LIABILITY BASED ON ANY ACTUAL, OR ALLEGED, USE OR MISUSE, OR MIS-INSTALLATION OF ANY PRODUCT INCLUDING, BUT NOT LIMITED TO, ANY USE OR INSTALLATION NOT IN COMPLIANCE WITH APPLICABLE LAW, RULE AND/OR REGULATION. BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SUPPLIER FROM ANY AND ALL LOSS, COST, DAMAGE OR EXPENSE BASED ON THE PRODUCT OR SERVICES OF SUPPLIER NOT BEING USED AND/OR INSTALLED IN ACCORDANCE WITH APPLICABLE LAW, RULE AND/OR REGULATION.

### **Indemnity**

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Purchaser agrees to release, indemnify, defend and hold harmless Supplier from and against any and all loss, cost, damage or expense, including injuries and death, or loss of, or damage to property directly or indirectly arising from the products and/or service sold (other than those arising from the intentional gross negligence of Supplier).

The aggregate liability of Supplier shall not exceed (even in the instance of intentional gross negligence of Supplier), the amount received by Supplier, after-tax.

If Supplier manufactures a product to Purchaser's specifications, Purchaser releases and indemnifies, defends and holds harmless Supplier from any and all claims arising out of an alleged violation of intellectual property rights.

Purchaser releases and indemnifies, defends and holds harmless Supplier from any violation by Purchaser of any law, rule or regulation regarding this transaction.

### **Choice of Law**

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The laws of Texas shall govern the transaction and terms thereof. Any action with respect to the subject matter of the transaction raised by the Purchaser shall be brought in the courts of the state of Missouri.

**Delay**

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No delay or failure by Supplier to exercise any right or remedy will operate as a waiver of that right or remedy.

**Returns**

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Within ten (10) days after initial receipt of goods or invoice, if Purchaser chooses to return goods, on account of Purchaser's error in ordering, Purchaser shall request return authorization from Supplier in writing.

Goods shall be returned in original packaging, in the condition received, complete with any enclosed documentation. Purchaser shall bear the shipping costs for return of goods to Supplier, using only reputable carriers capable of providing proof of delivery and insurance for entire value of shipment. Purchaser shall bear all risk of loss for returned goods during shipment. On receipt of goods, Supplier shall issue a refund, excluding original delivery charge, restocking fee and any charge for goods Supplier determines to be damaged or requiring service. Supplier may decline any return at its discretion.