

TERMS AND CONDITIONS OF SALE

1. If Buyer fails to comply with these terms and conditions or if Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to cancel or discontinue further sales or extensions of credit to Buyer without any liability to Seller.
2. NO CREDIT will be allowed for goods returned without permission. A deduction will be made from credits issued on all returned material to cover cost of handling and restocking.
3. Prices are subject to any sales, excise and other government charge payable by Seller now or hereafter imposed upon sales or shipments to Federal, State, or local authority. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.
4. Seller is not liable for delays in delivery if caused by any legislative, administrative or executive law, order, or requisition of the Federal Government or any State or Municipal Government or any subdivision, department, agency, office or official thereof, or if caused by, but not limited to, strike, fire, floods, accidents, delays of carrier, inability to obtain suitable and sufficient labor, and necessary supplies of raw materials or other contingencies reasonably beyond the Seller's control. Factory shipment or delivery dates are the reasonable estimates of our suppliers. In no case shall Seller be liable for any liquidated, consequential or special damages arising from any delay in delivery.
5. Seller shall not be held liable for any labor charges other than those agreed upon in advance between the manufacturer and Buyer of the products.
6. Material and equipment included in this invoice are based on Seller's interpretation of Buyer's requirements and are subject to verification by Buyer or Buyer's representative. This invoice does not include accessory equipment unless such items are listed on reverse side.
7. Seller warrants that all goods sold are free of any security interest or other lien and will in addition make available to you all transferable warranties made to Seller by the manufacturer of the goods. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF SELLER PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH A NUCLEAR FACILITY OR ACTIVITY.
8. Buyer's remedies for any defects in the materials are subject to any limitations contained in manufacturer's terms and conditions to Seller. A copy of such terms and conditions will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at the Seller's option, and in no case shall Seller be liable for liquidated, incidental, or consequential damage. In addition, claims for shortages, other than loss in transit, must be made in writing not more than (5) days after receipt of shipment.
9. Seller certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of The Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Seller certifies compliance with all provisions of Executive Order 11246, 11701 and the rules, regulations and relevant orders of the Secretary of Labor.
10. The failure of Seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.
11. Buyer agrees to pay Seller's costs and expenses of collection, litigation, or arbitration, including reasonable attorneys' fees in the event of default or breach of the terms and conditions of sale.
12. No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without Seller's written consent.