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## TERMS AND CONDITIONS OF SALE

**ACCEPTANCE:** This transaction shall be subject to the following terms and conditions of sale unless buyer specifically rejects such conditions within forty-eight (48) hours following receipt of our acknowledgement or upon acceptance of the goods, whichever comes first.

**PRICES:** Price quotations are valid for acceptance within thirty (30) days from the date of issuance. After thirty (30) days, prices and terms are subject to change without notice, unless otherwise specified.

**MINIMUMS:** All individual orders are subject to a minimum billing charge of \$50.00 per order, unless otherwise specified. All blanket orders are subject to a \$500.00 minimum net release, unless otherwise specified.

**NON-STANDARD PRODUCTS:** Specialty quoted, non-standard products are of a non-cancelable/non-returnable nature. The seller reserves the right to over/under ship specialty quoted, non-standard products by 10%.

**TERMS:** Payment terms are net thirty (30) days, unless other arrangements have been mutually agreed upon. Invoices remaining unpaid after the assigned due date shall be subject to a Service Charge of 1-1/2% per month (18% APR).

**FREIGHT:** Unless otherwise stated, all products are sold F.O. B. shipping point. All packages shipped via United Parcel Service (UPS), FedEx, FedEx Ground are subject to a shipping and handling charge of \$2.00 per order. This includes any orders shipped customer collect.

**CLAIMS/RETURNS:** All claims for product defects, shortages, damage, or any corrections to our invoiced amounts, must be presented to the Seller within 10 days of the receipt of goods. Orders cannot be cancelled, reinstated, held, specifications changed, or goods returned without Seller's prior authorization. Standard stock products (if in new unused condition) may be returned up 30 days from date of purchase. All returns require Seller issued Return Goods Authorization Number. Goods received without prior authorization will be refused and returned back to Buyer. Approved returns will be credited at the original invoice price less a 30% deduction for handling and inspection, subject to a minimum restocking charge of \$50.00. All goods returned are at Buyer's risk and must be returned with transportation charges prepaid. We do not issue cash refunds to customers on open account, an account credit will be issued for these instances.

**WARRANTY:** Seller warrants that the products sold shall be free from defects in material and workmanship according to original manufacturer's standard warranty in place at time of purchase.

**LIMITATIONS OF LIABILITY:** The Seller responsibility in respect to product defects/failures is limited in all cases to the repair and/or replacement of the subject goods in question only at the Seller's discretion. Under no circumstances shall the Seller be held liable for any consequential – either direct or indirect damages, nor for any claims for labor, repair, and/or any other expenses related to the removal, repair, and/or replacement of said goods in question at the customers location, or their customer's location, without prior approval from the Seller.