

CONDITIONS OF SALE

CONTACT: _____ COMPANY: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

PHONE: _____ FAX: _____

TERMS OF PAYMENT:

Unless otherwise expressly provided on the credit application, payment shall be due 30 days from the date of each invoice, without discount. Any discount which may be expressly provided on the credit application hereof applies only to the sale price of the goods at the shipping point, and does not apply to any charges made for taxes, storage, loading or transportation. A delinquency charge of 1-1/2 percent per month will be added to any amount due and unpaid more than 30 days from the date of the invoice billing such amount. This is an annual percentage rate of 18 percent. In the event you - the purchaser - fail to pay any amount due for any goods sold to you by us - the seller - pursuant to these general conditions of sale, you shall pay, in addition to the delinquency charge, any attorney's fees or collection fees we incur in collection of amounts so due. If in our judgement, reasonable doubt exists as to your financial responsibility, or if you are past due in payment of any amount owing to us, we reserve the right, without liability and without prejudice to any other remedies, to suspend performance, decline to ship, or stop any material in transit until we receive payment of all amounts, whether or not due, owing to us, or adequate assurance of such payment. **Protect your Credit Rating by making payments within the Terms stated above. Please be aware that we share ALL payment experiences (prompt or slow) to Dun & Bradstreet Credit Services. Payments beyond our Terms WILL negatively affect your credit rating and Paydex scores.**



SHIPMENT:

Unless otherwise expressly stated on acknowledgment or purchase order, shipment shall be F.O.B. shipping point.

TOLERANCES AND VARIATIONS:

All goods shall be subject to tolerances and variations consistent with usual trade practices regarding dimension, straightness, section, composition and mechanical properties and normal variations in surface and internal conditions and quality and shall also be subject to deviations from tolerances and variations consistent with practical testing and inspection methods. All goods custom made to order are subject to overruns and underruns consistent with usual industry standards.

LIMITATION OR LIABILITY:

The purchaser's exclusive remedy for breach of contract as to any goods, and the seller's only liability for any such breach, shall be replacement or repair of such goods, or repayment to the purchaser of the purchase price paid by the purchaser for such goods, whichever such remedy the seller shall select. IN NO EVENT WILL THE SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Should any goods not meet the tolerances and variations consistent with normal trade practices, the seller shall replace or repair such goods as provided above. Improper use or application of the seller's product in the purchaser's process will void any responsibility on the seller's part to replace or repay the purchaser the purchase price as set forth in the foregoing. Such warranties advise the seller's only warranty with respect to the goods and EXCLUDE ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR ANY INTENDED PURPOSE.

INSPECTION, CLAIMS, AND RETURNS:

All goods should be inspected when received. If any goods received by the purchaser are damaged, or if the quantities received do not agree with the quantities indicated on the shipping documents, the purchaser shall make an exception on the receipt to the carrier. On all shipments, the purchaser shall be responsible for making on their own behalf any claim against the carrier with respect to damage* or shortages. The purchaser shall advise the seller in writing no later than 15 days after receipt of any goods, of any other claim the purchaser may have against the seller as to respect of such goods. No credit will be allowed without return of the goods. No returns will be accepted without prior authorization. Under some conditions, freight charges and/or a restocking fee may be assessed.

ENTIRE AGREEMENT:

The terms set forth herein constitute sole terms and conditions of the contract between the purchaser and the seller. No other warranty, term condition, or understanding, whether oral or written shall be binding upon the purchaser or seller, unless hereafter made in writing and signed by the seller's authorized representative. This sale of goods and the conditions of sale shall be construed pursuant to the laws of the State of South Carolina.

ACCEPTANCE:

We have read and understand the Terms and Conditions set forth in this document and agree to them in their entirety.

AUTHORIZATION SIGNATURE: _____ DATE: _____

TITLE: _____ PRINT NAME: _____