



ENGINEERING YOUR SAFETY

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Terms and Conditions of Sale

1. **Terms:** This Contract shall begin at time of purchase order and end upon the last delivery for the material and/or labor in this agreement, unless the parties agree otherwise. However, if, as of such date, Buyer is in arrears on the account, Seller may then cancel this Contract and sue for damages, including lost profits, offsetting the deposit there against, and further recover its cost of suit including attorney fees. **Payments due within terms of 2% 10, Net 30**, unless otherwise agreed upon prior to purchase order.
2. **Delivery:** Seller will arrange for delivery through a carrier chosen by Seller, the costs of which shall be F.O.B. Origin Freight Prepaid & Added To Invoice. If buyer prefers to use a carrier of their choice, the freight must be shipped collect.
3. **Risk of Loss:** The risk of loss from any casualty to the goods, regardless of the cause, will be the responsibility of the Buyer once the goods have been shipped by the Seller if shipped collect.
4. **Acceptance:** **Buyer will have the right to inspect the goods upon receipt, and within two (2) business days after delivery**, Buyer must give notice to Seller of any claim for damages on account of condition, quality, or grade of the goods, and Buyer must specify the basis of the claim in detail. Failure of Buyer to comply with these conditions will constitute irrevocable acceptance of the goods by Buyer.
5. **Charges:** Seller shall invoice Buyer upon and for each shipment. Buyer shall pay all charges on agreed terms. **Overdue balances shall also bear an 18% annual percentage rate added to your invoice(s)**. If Seller undertakes collection or enforcement efforts, Buyer shall be liable for all costs thereof, including attorney fees. If Buyer is in arrears on any invoice, Seller may, on notice to Buyer, apply the deposit thereto and withhold further delivery until the deposit and all arrearages are brought current.
6. **Warranty:** Seller warrants that the goods sold hereunder are new and free from substantive defects in workmanship and materials. Seller's liability under the foregoing warranty is limited to replacement of goods or refund of the purchase price at Seller's sole option. No other warranty, express or implied, is made by Seller, and none shall be imputed or presumed.
7. **Taxes:** All sales taxes, tariffs, and other governmental charges shall be paid by Buyer and are Buyer's Responsibility except as limited by the law.
8. **Governing Law:** This contract shall be governed by the laws of the State of Indiana any disputes brought against the Seller hereunder will be heard in the appropriate federal and state courts located in Indiana.
9. **Force Majeure:** Seller may, without liability, delay performance or cancel this contract on account of force majeure events or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, terrorism, embargo, failure of source of supply, or casualty.
10. **Miscellaneous:** This contract contains the entire agreement between the parties and supersedes and replaces all such prior agreements with respect to matters expressly set forth herein. No modification shall be made to this contract except in writing and signed by both parties. This contract shall be binding upon the parties and their respective heirs, executors, administrators, successors, assigns and personal representatives.