

TERMS & CONDITIONS OF CONTRACT FOR SALE & PURCHASE OF GOODS UNSECURED

THIS CONTRACT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, INCLUDING PROVISIONS FOR JURISDICTION, EXCLUSION OF WARRANTIES AND LIMITATION OF REMEDIES, AND SHALL BECOME EFFECTIVE WHEN MEMBER CLICK THE SUBMIT BUTTON.

1. Buyer warrants that all statements made in the Membership Application are true and accurate to the best of its knowledge and information. Buyer hereby authorizes Seller to make any and all inquiries necessary to verify the information contained in Membership Application and to take any and all appropriate action thereon. Buyer agrees to indemnify and hold Seller and its agents harmless from any liability resulting from such verification of and action on said Membership Application.
2. No waiver by Seller of any default by Buyer shall be deemed a waiver of any subsequent default.
3. Seller *may* at any time, limit or withdraw the membership of Buyer, and *will* require payment prior to delivery, without affecting the obligation of the Buyer to complete the terms and conditions of its contract. Upon failure of Buyer to make prepayment as demanded, Seller may cancel the remainder of the contract, sell all or any undelivered goods without notice at public or private sale, and hold Buyer responsible for any loss.
4. Seller shall not be liable for any delay in delivery of any part or all of the goods, due to accidents, strikes, lockouts, fires, riots, war, government regulations or any other cause beyond the control of Seller, or in the event of an embargo, lack of shipping facilities, strike by or lockout of employees of shipping facilities, or other inability to transport the goods beyond control of the Seller. If *any* part of the goods is not delivered by the Seller or is not in accordance with the terms of its contract, the contract for the remainder of the goods and the Buyer's obligation hereunder shall not be affected thereby. Where goods are damaged in transit, Buyer may accept delivery without claim. or at its option, reject the goods and reduce the covering contract to the extent of the rejection.
5. THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES- INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE -EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THE ATTACHED "LIMITED WARRANTY" AND IN THE ATTACHED "GENERAL ADJUSTMENT PROCEDURE", AND THE BUYER EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY SELLER OR ON ITS BEHALF. WHERE SPECIFICATIONS ARE SET FORTH, MINIMUM STANDARDS SHALL APPLY IN EACH INSTANCE.
6. Upon default of Buyer in accepting delivery or making payment for any shipments, Seller may cancel its contract, sell all or any undelivered goods without notice at public or private sale, and hold Buyer responsible for any loss. Ownership of all goods shall remain with Seller until the full amount owed by Buyer has been paid.
7. All product liability claims, claims for adjustment or claims for breach of warranty must be made in accordance with Manufacturers "General Adjustment Procedure", a copy of which available to Buyer on request, and Buyer, by its agreement to the Terms and Conditions, agrees to be bound by the terms and conditions set forth therein. In the event that Buyer does not comply with Seller's requirements for product liability claims, adjustment claims and/or breach of warranty claims, Seller reserves the right to deny *any* and all such claims not in compliance.
8. B. Any and all controversies arising out of or relating to this contract, as well as any modification, breach or cancellation thereof, shall be determined by the courts of the State of Texas. Seller, in its sole discretion, may retain an attorney to collect Buyer's delinquent and unpaid account along with any expense previously incurred in attempting to collect said account. The parties hereto consent to the jurisdiction of the courts of the State of Texas for all purposes in connection therewith, including enforcement of the provisions of this contract and for entry of a judgment or award. The parties hereto further consent that any process, notice or other application to the Court or a Judge thereof may be served outside the State of Texas by registered mail or by personal service, provided a reasonable time for appearance is allowed. The party prevailing in any such lawsuit shall be entitled to recover from the losing party its costs and expenses thereof, including any expenses incurred in attempting to collect said account, as well as legal fees in a reasonable amount.
9. Goods returned by Buyer are subject to handling and restocking charges as determined by Seller.
10. Seller reserves the right to charge a service charge of 1.5% per month on any and all past due accounts.
11. All rights of Seller hereunder shall inure to the benefit of its successors or assigns; and all obligations of Buyer shall bind Buyer's heirs, executors, administrators, successors and assigns. If there be more than one Buyer, their obligations hereunder shall be joint and several.
12. This contract shall be governed by and construed in accordance with the laws of the State of Texas.