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## Standard Terms and Conditions of Sale

**Open Account Terms:** Payment is due net 30 days from Invoice date. Accounts over 30 days will be placed on credit hold. Customers who continuously pay over 30 days will be switched to cash in advance and lose any discounted pricing.

**Returns:** No returns will be accepted without return authorization number. No product may be returned more than 14 days after receiving. All returns are subject to a 20% restocking fee. Special order items and tooling items may not be returned.

**Minimum Order and Line Item:** Minimum Order and Line Items are \$100

1) Seller warrants that the products (or materials) delivered hereunder meet Seller's standard specifications for the products or such other specifications as may have been expressly agreed to herein. SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESSED OR IMPLIED WARRANTY. Buyer assumes all risk and liability resulting from use of the products delivered hereunder, whether used singly or in combination with other products.

2) No claim of any kind, whether as to products (or materials) delivered or for non-delivery of products, and whether or not based on negligence, shall be greater in amount than the purchase price of the products in respect of which damages are claimed; and failure to give notice of claim within thirty (30) days (or such other period as may be provided in the Special Conditions of Sales referred to in Condition 10 hereof) from date of delivery or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of such products. No charge or expense incident to any claims will be allowed unless approved by an authorized representative of Seller. THE REMEDY HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF BUYER, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY.

3) No liability shall result from delay in performance or non-performance, directly caused by circumstances beyond the control of the party affected, including, but not limited to, Act of God, fire, explosion, flood, war, act of or authorized by any Government, accident, labor trouble or shortage, inability to obtain material, equipment or transportation. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the products (or materials) specified herein to enable it to perform this agreement.

4) It is further understood and agreed between Buyer and Seller that if this agreement covers products (or materials) that must be necessarily be manufactured especially for buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such products as have been completed and such as are in process on the date notice of suspension or termination is received by Seller; provided, that if Buyer for any reason cannot accept delivery of such products, he will make payment therefore as though delivery had been made and seller will store such product for Buyer's account and at Buyer's expense.

5) If for any reason Seller is unable to supply the total demand for products (or material) specified herein, Seller may distribute its available supply among any or all purchasers, as well as departments and division of Seller, on such basis as it may deem fair and practical without liability for any failure or performance which may result therefrom.

6) If any Government action should place or continue limitations on the price provided for in this agreement such that it would be illegal or against public or Government policy for Seller to charge, assess or receive the full amount of or to increase such prices as determined by this agreement, then Seller shall have the option (1) to continue to perform under this agreement subject to such adjustments in prices that Seller may deem necessary to comply with such Government action. (2) to revise this agreement, subject to Buyer's approval, in order to most nearly accomplish the original intent of this agreement or (3) to terminate performance of the affected portions of the agreement without liability for any damages.

7) At Buyer's request, Seller may furnish such technical assistance and information as it has available with respect to the use of the products (or materials) covered by this agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis; however Buyer assumes sole responsibility for results obtained in reliance thereon.

8) The Buyer shall reimburse the Seller for all taxes, excises or other charges which the Seller may be required to pay to any Government (National, State, Local) upon the sale, production or transportation of the products sold hereunder.

9) In the event Buyer fails to fulfill Seller's terms of payment, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.

10) In addition to the Standard Conditions of Sale set forth herein, any Special Conditions of Sale set forth in the Invoice on reverse side hereof, for the products (or materials) covered by this agreement shall apply and are incorporated by reference herein.

11) This document contains all of the terms and conditions with respect to the sale and purchase of the products (or materials) sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modifications shall be affected by the acknowledgement or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this document by Buyer, acceptance of the terms and conditions hereof by Buyer shall be indicated and, in the absence of such notification, the Buyer's assent to the terms and conditions hereof. Waiver of either party of any default by the other hereunder shall not be deemed a waiver by such party of any default by the other which may thereafter occur.