

Terms and Conditions

- 1. Exclusion of product warranties.** The seller has made no warranty that the goods covered by this invoice are merchantable or fit for any particular purpose, and there are no warranties, express or implied (except for express warranties attached hereto), which extend beyond the description of the goods contained in this invoice. Buyer's exclusive remedy in the event that any goods do not confirm to seller's express written warranty shall be as contained in such express written warranty. If no express written warranties are applicable, buyer's sole exclusive remedy in the event the goods do not conform to the description shall be repair or replacement of the nonconforming parts or goods. Buyer expressly waives its rights to any incidental, consequential, special or economic damages, or any cause, loss, action, claim or damage whatsoever including, but not limited to, an injury to property.
- 2. Acceptance of goods.** Buyer shall inspect the goods immediately on their arrival and shall within 5 days of their arrival give written notice to seller of any claim that the goods do not conform with the terms of this invoice. If buyer shall fail to give such notice, the goods shall be deemed to conform to the terms of this invoice, and buyer shall be bound to accept and pay for the goods in accordance with the terms of the invoice. Buyer expressly waives any rights buyer may have to revoke acceptance after such 5 day period. Buyer's refusal to accept delivery or make payment for any portion of goods covered by this invoice shall, at seller's option, release seller from making any further deliveries.
- 3. Payment.** Seller reserves the right to restrict the terms of payment or to require payment prior to time of shipment if, in seller's opinion, buyer's financial condition or other circumstances do not warrant shipment on the terms originally specified in this invoice. Acceptance by seller of any partial payment tendered by buyer is not intended as any waiver by seller to collect the full amount due and owing under this invoice, nor is it intended as an acceptance by seller of any tendered accord and satisfaction. Seller retains full rights and remedies under applicable Texas law.
- 4. Risk of loss.** The seller's responsibility for shipment ceases upon delivery to Transportation Company, and any claims of shortages, delays, or damages occurring thereafter shall be made by the buyer direct to the transportation company. Any claims against the seller for shortages in shipments shall be made within 5 days of the arrival of the shipment.
- 5. Delivery days.** Seller shall not be responsible for any delay, non-delivery, or default in shipment in whole or part, not for buyer's damages as a result of such delay or non-delivery. If the delays or non-delivery are caused by fire, flood, accident, civil unrest, acts of God, war, government interference, strikes, or any other unavoidable cause other than seller's own negligence.
- 6. Default and insolvency.** If buyer becomes bankrupt or insolvent or is unable to meet obligations as they become due, seller may forthwith terminate and cancel any commitments to buyer to sell or deliver any of the seller's goods. Such termination or cancellation shall be evidenced by written notice served on the buyer and shall not prejudice seller's rights to any amounts then due under any contract, agreement or invoice between the parties.
- 7. Entire agreement.** Acceptance of this order constitutes express assent to the terms contained on this invoice. This invoice contains the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms hereof, and shall not be modified except in writing signed by the parties hereto. Any and all representations, promises, warranties or statements by seller's agent that differ in any way from the terms of this written invoice shall be given no force or effect. No course of prior dealings between the parties shall be relevant to supplement or explain any of the terms of this agreement. No waiver by either party or any default shall be deemed a waiver of any subsequent default.
- 8. Fair labor standards.** We hereby certify that these goods were produced in compliance with all applicable requirements of section 6, 7, and 12 of the fair labor standards act as amended and of regulation and orders of the United States Department of Labor issued under section 14 thereof.
- 9. Governing law.** This agreement and the transaction contemplated herein shall be governed by and construed in accordance with the laws of the state of Texas.
- 10. Magnetic products.** Any magnetic product that is requested by the buyer to be shipped via air freight is subject to a \$20 air preparation fee to meet FAA packing requirements.