



# Terms and Conditions of Sales

## **TERMS OF SALE**

All invoices become net due and payable (30) Days from date of invoice. Interest at not less than eighteen percent (18) per annum will be charged after due date. Where not allowed, the highest rate permitted will be charged. Remittance must be in U.S. funds. Orders received by seller are accepted with the understanding that they are not subject to cancellation.

In event that distributor / buyer violate their obligation under any provision of the agreement, Andronaco Industries. has the right to seek either equitable relief and/or such other relief as may be available under law to enforce their obligations under this agreement . In the event that Andronaco Industries. obtains equitable relief and/or such other relief as may be available under law, distributor/buyer shall be responsible to reimburse Andronaco Industries. for all costs associated with obtaining the relief, including reasonable attorney's fees, expenses and costs. Any action to enforce this agreement shall be filed & litigated in the state of Michigan.

## **CONDITIONS OF SALE AND TRADE CUSTOMS**

1. Quotations and prices are subject to change without notice. All shipments will be billed at the Seller' prices in effect at the time of shipment but shall not exceed the maximum prices lawfully established under any applicable law or governmental requisition effect at the time of shipment. All transportation charges are for the account of the buyer. If published rail or rail and water freight rates are increased or decreased prior to shipment, prices of unshipped materials or goods which may have been ordered on a "delivered price" basis shall be increased or decreased accordingly. Any equipment including tools dies, and molds which seller constructs or acquires for the purchaser, notwithstanding any charges therefore, shall be and remain sellers property and control. Charges for such equipment are payable, net cash, 10 days after date of invoice.
2. Quotations and sales are F.O.B. point of shipment unless otherwise expressly stipulated. Delivery is subject to federal and state laws and regulations, fires, strikes, disputes with workman, floods, accidents, embargo's, delays in transportation shortage of cars, shortage of fuel or other material, shortage of labor, and any other causes beyond reasonable control of the Seller. Seller does not guarantee to ship within the time promised, but uses its best efforts to do so and shall not be liable for any damage caused by delay in delivery. In the event of damage or loss in transit, consignee must give immediate written notice to the carrier's agent at destination and to the Seller. Within 5 working days after receipt of goods, the Seller must be notified of any claims for shortage, errors in shipment or errors in charges. Seller is not responsible for loss or damage to goods because of improper installation or use, or if improperly handled, maintained, stored or serviced.
3. All orders, shipments and settlements are subject to approval by the Treasurer of the Seller. Should the Buyer fail to fulfill the terms of payment of any order between the Buyer and the Seller, the Seller may defer further shipments until such payments are made or may cancel any or all orders unshipped. The Seller reserves the right to require from the Buyer's obligation under any order placed with the Seller, and refusal or failure to furnish such security will entitle the Seller to suspend shipment until such security is furnished or to cancel the order, or the unshipped portion thereof. Orders for hose assemblies or other fabricating products may not be canceled. Buyer shall become liable for and pay Seller's cancellation charges.
4. Seller warrants goods of it own manufacture against defects in material and workmanship only, for a period of 90 days on hose, gaskets and miscellaneous products and one (1) year on valve products from the date of shipment from Andronaco Industries. to the extent that it will repair or replace such goods F.O.B. point of manufacture, at its election, when such goods are in the hands of the original purchaser and used in normal use and service. Other goods are warranted only to the extent of the express warranty of the manufacturer thereof and to the extent such is enforceable by the Seller. **NO WARRANTY EITHER EXPRESS OR IMPLIED IS MADE BY SELLER AS TO THE FITNESS, MERCHANT ABILITY, CONDITION, CAPACITY OR EFFICIENCY OF ANY GOODS SOLD, and no claims for labor or for consequential damage will be allowed. The Seller shall be notified promptly of any material claimed to be defective and such material shall be subject to inspection by the Seller. No material may be returned for credit or replacement except by special arrangement. SELLER'S LIABILITY IS LIMITED AS ABOVE SET FORTH AND THE REMEDY HEREIN PROVIDED FOR THE BUYER IS EXCLUSIVE OF ALL OTHERS.**
5. Materials shall be subject to Seller's standard manufacturing variations, classifications and extras. Seller reserves the right to change specifications at any time without incurring obligation for products previously or subsequently sold. All goods made to special specifications are deemed to be inspected and accepted before shipment is made. Packaging and loading will comply with current leading rules of the Association of American Railroads.
6. Any taxes, excises, levies or charges which the Seller may be required to pay or collect under any existing or future law, upon or with respect to services and/or the sales, purchase, delivery, storage, processing, use, consumption or transportation of any of the materials covered hereby shall be for the account of the Buyer, and the quoted or otherwise applicable prices shall be increased thereby.
7. Failure of the Seller to enforce any of these conditions or to exercise any right accruing through the default of the Buyer shall not effect or impair the Seller's rights in case such default continues or in case of any subsequent default of the Buyer and such failure shall not constitute a waiver of other or future defaults of the Buyer.
8. No statement or recommendation made or assistance given by the Seller or it representatives to the Buyer or its representatives, in connection with the use of any products by the Buyer, shall constitute a waiver by the Seller of any of the provisions hereof or effect the Seller's liability, as herein defined.
9. Seller certifies that goods of the manufacture covered hereby were produced in compliance with all applicable requirements of Section 5, 7, and 12 of the Fair Labor Standards Act as amended and of the regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.
10. There are no understandings or agreements between the Buyer and the Seller relative hereto which are not fully expressed herein and no change made herein shall be valid unless it is made in writing and signed by both parties.