

## Terms and Conditions

1. NO EXPRESS WARRANTIES

The seller makes no express representations or warranties concerning the materials sold and delivered to the purchaser except that the said materials will conform to the descriptions thereof.

2. WHAT TO DO IF GOODS DELIVERED DO NOT CONFORM TO DESCRIPTION

If this invoice does not properly identify and describe the merchandise you intended to purchase, or if the materials delivered do not conform to the description, you are required to notify us within 48 hours in writing.

3. OMISSION TO NOTIFY: EFFECT

In the event of any failure of omission on your part to notify us of any variation between the materials delivered and the description thereof, it will be conclusive between us that the materials purchased by you, and sold and delivered for your account conforms to the description thereof.

4. NO IMPLIED WARRANTIES OTHER THAN MERCHANTABLE QUALITY

The only implied warranty made by us in connection with the sale of the materials referred to and described on the reverse side of this invoice is that the said materials are of the merchantable quality. All other implied warranties are excluded.

5. INSPECTION OF MATERIALS: TIME FOR INSPECTION

You are required, as Purchaser of the materials, to examine the same within 48 hours after delivery is made to you, at your plant, factory or warehouse or at any other designated place of delivery, to determine quantities, weights, and any claimed breach of warranty.

6. NOTIFICATION OF WEIGHT OR NUMBER DISCREPANCY, OR, CLAIMED BREACH OF WARRANTY

In the event of any discrepancy in quantity, quality, weight, or claimed breach of warranty, you are required to notify us in writing thereof within 48 hours after delivery. Your letter must specify the details of your claim.

7. EFFECT OF YOUR FAILURE TO SEND NOTICE

In the event of failure or omission to send us a notification of claimed weight or number discrepancy, or of any claimed breach of warranty, it will be conclusive between us that the materials delivered to you were properly delivered as to quantity, number or weight, and in conformity with the description and warranties, if any.

8. LIMITATION OF DAMAGE CLAIMS

In the event of any claimed breach of implied warranty of merchantable quality, or of any express warranties of this invoice, our sole responsibility and obligation shall be to replace the material without additional cost to you, purchaser thereof, or to any person to whom you may have redelivered the material. It is an express terms and condition of this sale that no claim shall be made against us, as vendors, for any consequential damage resulting from any alleged breach of the implied warranty of merchantable quality or of any express warranty made by us.

9. INVOICE IF FINAL AND CONCLUSIVE

This invoice, in the absence of any claim of error made in writing within two days from the date hereof, shall be final and conclusive as to the terms and conditions of our understanding and sale.

10. RETURN OF MATERIALS

A charge of 20% will be charged for all materials returned. All returns must be in merchantable condition, in the same packaging and/or wrapper condition as when delivery thereof was made by us to you, or for your account. Any request for returns will not be honored unless accompanied by original sale invoice number and approval for the return thereof must be in writing. All returns must be delivered by the customer to our warehouse.

11. In the event of default in payment of this order, or any part thereof, causing the account to be referred to an attorney or an collection agency, the purchaser agrees to pay all reasonable collection fees not to exceed 33 1/3% of the claim, together with all costs and disbursements.