



CONTRACT OF SALES AND SERVICE

TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS ARE INTENDED AS THE FINAL EXPRESSION OF THE PARTIES' AGREEMENT AND ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS THEREOF. NO STATEMENTS OR INSTRUCTIONS, ORAL OR WRITTEN, SHALL VARY OR MODIFY THESE WRITTEN TERMS; AND NEITHER PARTY SHALL CLAIM ANY AMENDMENT, MODIFICATION OR RELEASE FROM ANY PROVISION HEREOF BY REASON OF (A) A COURSE OF ACTION OR MUTUAL AGREEMENT UNLESS SUCH AGREEMENT IS IN WRITING SIGNED BY THE OTHER PARTY AND SPECIFICALLY STATING IT IS AN AMENDMENT TO THIS CONTRACT, (B) COURSE OF PERFORMANCE OR (C) USAGE OF TRADE. NO MODIFICATION OR ADDITION TO ANY CONTRACT OR SALES AGREEMENT SHALL BE EFFECTED EXCEPT BY THE PRIOR WRITTEN ACKNOWLEDGEMENT AND ACCEPTANCE BY SELLER. BUYERS ACCEPTANCE OR USE OF ANY SERVICES DELIVERED CONSTITUTES THE BUYERS FULL ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. ENTIRE CONTRACT

Hereby incorporated into this contract are the following document (s) in priority order:

- i. Seller's Order Acknowledgement
- ii. Seller's Quotation/Proposal
- iii. Buyer's Purchase Order

Included on the Purchase Order and provided by Buyer shall be the following information: 1) Contact Person and Title including , telephone number, fax number and email address; 2) Shipping Address; 3) Emergency 24 hour Phone Number; 4) Receiving Hours (specific days of the week and time schedules); 5) Preferred Shipping Company and Account Number if applicable.

2. PRICE/DELIVERY

Seller's quotation is based on the receipt of an order for the items/services in the quantities and delivery schedule quoted, unless otherwise indicated by **Seller's** Quotation/proposal, and is subject to adjustment in the event that different items/services/quantities or delivery schedules are requested. These prices do not include Sales or Use Taxes, which may be applicable to the goods and/or services hereunder. Delivery dates are our best estimates regarding the availability of items/services ordered.

3. TAXES AND FEES

Buyer shall reimburse **Seller** for any federal, state or local excise or other tax, assessment, license fee or other charge, or increases thereof, which **Seller** may be required to pay upon the sale, production, transportation, delivery or use of the product. Taxes will be billed separately on each invoice unless **Seller** is provided with a properly authorized Sales Tax Exemption Certificate or other appropriate documentation as may be required.

4. PAYMENT TERMS

All prices /rates are in U.S. dollars, unless otherwise indicated on **Seller's** Order Acknowledgement, and payment is due within thirty (30) days of invoice date unless otherwise indicated on **Seller's** order acknowledgement. Payment terms are subject to credit review or changes at any time. All late payments are subject to an interest charge of 2% per month, which will be billed separately.

5. CONFIDENTIALITY

The Parties acknowledge and agree that all ordering information will be treated confidentially.

6. EFFECTIVE DATE

Buyer's Purchase Order shall take effect only upon the issuance of Order Acknowledgement by **Seller**, and after receipt by **Seller** of a fully executed Purchase order, and after receipt by **Seller** of all relevant licenses and permits, and shall have a period of performance as stated **Seller's** Order Acknowledgement from this effective date, unless extended in writing by mutual agreement.

7. INSPECTION AND ACCEPTANCE

The **Buyer** shall inspect the products/services promptly after receipt thereof and shall notify **Seller** in writing, within ten (10) days of receipt of the items, of any failure of the supplies/services to meet the requirements of the contract. If no such notice is given by the **Buyer** to **Seller**, it will be deemed conclusively that there are no deficiencies and that the supplies/services conform to the requirements of the order and the Buyer will be liable for payment therefore in accordance with the terms of the order.

8. CLAIMS

The weights, fares and tests fixed by **Seller's** invoice shall govern unless proved to be inaccurate. Claims relating to quantity, quality, weight, condition and loss of or damage to any of the product sold hereunder shall be waived by Buyer unless made within fifteen (15) days after receipt of product by Buyer.

9. WARRANTY

- a. **Seller** warrants to the **Buyer** that the services provided by **Seller** shall be performed by qualified technical personnel with a reasonable level of skill and training which is commensurate with Industry Standards.
- b. Products provided by Seller to the **Buyer** shall conform to the specifications as stated herein on **Seller's** order Acknowledgement.