

## **Terms and Conditions of Sale**

### **TERMS**

Net 30 days from the date of Company's invoice unless otherwise specified. A 1-1/2% per month late charge will be added to accounts past due.

### **PRICES**

Published prices are subject to change without notice. Possession of price sheets in no way obligates Company to sell to the Purchaser possessing such price sheet. All orders are subject to final approval and acceptance by the Company. Once accepted and approved, orders will be billed at prices currently in effect at the time of invoicing, or at prices quoted by the Company and accepted by the Purchaser if the order involves an item or items covered by special quotation. **THE MINIMUM INVOICE CHARGE SHALL BE \$50.00 NET.**

### **DELIVERY**

All goods sold are deliverable F.O.B. KW Industries, Inc., Sugar Land, Texas 77478.

### **TAXES**

The Company's prices do not include Federal, State or municipal sales, use, excise, or similar taxes. Consequently, the Company reserves the right to add to the sales price of its product any present or future sales, use, excise or other similar tax which shall be paid by the Purchaser, or in lieu thereof, the Purchaser shall provide the Company with a tax exemption certificate acceptable to the taxing authorities.

### **FREIGHT**

All of the Company's products are priced and sold F.O.B. KW Industries, Inc., Sugar Land, Texas 77478. Transportation charges will be prepaid by the Company and added to the net sales price unless specified by the Purchaser.

### **ROUTING**

The Company will specify the method and routing of all products to ensure the most efficient and economical shipment in behalf of the Purchaser. The Purchaser will assume charges for special services such as cartage, air freight, express or multiple deliveries on one order.

### **CANCELLATION**

The written consent of the Company shall be obtained prior to a cancellation of any order. Cancellation of an order may subject the Purchaser to a cancellation charge based upon expenses already incurred and commitments made by the Company.

### **RETURNED GOODS**

Specific written request and arrangements must be made in advance for Purchaser to obtain credit or replacement on material returned. On material accepted for return, Purchaser must prepay return shipment and pay minimum restocking charge of 40% plus any charge necessary to rework goods to a resaleable condition. Custom fabricated products by special order are not subject to return.

### **DELAYS, DAMAGE OR LOSS**

The Company is not and shall not be liable for delays in shipment or delivery of its products when caused by strikes, riots, hurricanes, civil disorder, fires, material shortage, breakdown in manufacturing facilities or any other cause beyond its reasonable control. Any claims for damages, loss or shortage in transit must be made by the Purchaser to the delivering carrier. The risk of loss passes to the Purchaser upon delivery to the carrier.

### **LIMITED WARRANTY**

The Company warrants to Purchaser that its products will be free from defects in material and workmanship for a period of one year from the date of shipment by the Company (*the "Warranty Period"*). This Warranty specifically excludes fatigue failure or similar phenomena resulting from

induced vibration, harmonic oscillation or resonance associated with the movement of air currents around the product. If during the Warranty period, the product proves defective in material or workmanship, the Company shall correct any defect, at its option, either by repairing any defective parts or by making available at the Company's plant a repaired or replacement part at no charge to the Purchaser, if the Purchaser promptly notifies the Company and furnishes proof of Purchase. The liability of the Company under this Warranty, or for any loss or damage arising out of, or connected with, the design, manufacturing, sale or use of its products, whether the claim is based on contract or negligence, shall not exceed the price allocable to the value of the product or part which gives rise to the claim and upon expiration of the Warranty Period all such liability shall terminate. The Company shall not be liable for special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the product, cost of substitute products or labor charges to remove or reinstall the defective product, nor any product transportation expenses to and from the Company's plant if factory repair or replacement is necessary. No warranty is made with respect to parts or auxiliary equipment not manufactured by the Company. The foregoing Warranty is exclusive and in lieu of all other warranties whether written, oral, express or implied and shall constitute the sole and exclusive remedy of the Purchaser and liability of the Company. **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.** The Company's products are not sold as a "consumer product" under 15 U.S.C. 62301.

**GENERAL**

KW Industries, Inc. reserves the right to change any feature of its published specifications without notice to promote product improvement and/or allow for material availability. The contract for the sale of goods by KW shall be performable in Fort Bend County, Texas.

Prices subject to change without notice

