

Terms & Conditions

PRICE: All prices are F.O.B. our dock, unless otherwise noted. Please call if you have questions or if changes are required. The prices quoted are determined by the operations and materials as we understand them. Please check the quote specifications and verify that the operations and materials described are as needed. We reserve the right to review all prices upon receipt of actual art and materials. Current material costs and availability are reflected in the price quoted. Given the fluctuation in pricing these items, quoted price will be honored for a period of 30 days only.

PAYMENT: Seller's terms are set forth on the face hereof. However, if Buyer's financial responsibility or condition reasonably appears to call for such action, Seller may require payment in advance, security, or guaranty satisfactory to it that invoices will be paid when due or fails to comply with Seller's aforesaid requirements, Seller reserves the right to withhold further deliveries or to terminate this Agreement, and any unpaid amount shall thereupon become due immediately. Interest will be charged on any overdue amount at 18% APR, or the maximum allowed by law. If Seller should find it necessary to retain a collection agency and/or attorney to collect amounts overdue, the collection costs, including attorney's fees, shall be paid by Buyer.

WARRANTY: Seller warrants that all materials sold pursuant hereto will conform to the description on the face hereof, subject to standard commercial tolerances: that such materials will be free from defect in material and workmanship; and that it will convey good title thereto. The aforesaid warranties run only to Buyer, are non-assignable and are in lieu of and exclude any warranty of fitness for a particular purpose and all other warranties, express or implied, by operation of law or otherwise, and any other liability in respect of defects. Any claim by Buyer on account of breach of warranty shall be deemed waived conclusively unless written notice thereof is given with ten days of Buyer's receipt of material and before use or alteration in any other way after shipment from Seller's plant. Seller shall have the right either to replace or repair any defective materials, to refund the purchase price or credit Buyer therewith, or with Buyer's concurrence, to grant a reasonable allowance on account of such defects: and Seller's liability for defective materials shall be limited to replacement, repair, refund, credit or allowance as Seller may elect. Seller shall be given reasonable opportunity to investigate all claims and no materials shall be returned to Seller until receipt by Buyer of shipping instruction from Seller.

DELAYS: Seller shall not be liable for any failure in performance arising from strikes or other labor difficulties, labor shortage, fire, flood, war, breakdowns or failure of plant machinery equipment, delays in or lack of transportation, Governmental priorities or allocations, delays of suppliers, or any cause beyond the reasonable control of Seller. In the event of delay or failure of performance not excused in accordance with the preceding sentence, Seller's liability shall not exceed the excess costs, if any, reasonably incurred by Buyer in procuring the undelivered portion of the material ordered from other sources. In no event shall Seller be liable for any consequential, special or contingent damages.

QUALITY TOLERANCES: Tolerance of ten percent plus or minus will apply to the quantity of material specified in this order.

CANCELLATION: Acceptance by Seller of Buyer's order gives rise to a binding contract between the parties which, except as otherwise specifically provided herein, may not be cancelled or modified by either without the consent in writing of the other. In the event Buyer fails to accept materials ordered or advises Seller of its intention not to accept deliveries, Buyer shall be liable for Seller's cancellation charges which shall not exceed the purchase price of the undelivered materials.

MISCELLANEOUS: (a) The waiver of any term, conditions or provision hereof shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver of a subsequent breach of the same, condition or provision; (b) Stenographic and clerical errors shall be subject to correction; (c) the contract resulting from Seller's acceptance of Buyer's order shall be governed by the laws of the State of Texas with respect to interpretation and performance. Such contract may be modified only by an agreement in writing signed by the authorized representative of both parties.