

TERMS OF SALE

This offer and its acceptance by any customer (BUYER) shall be governed by all the following Terms and Conditions. Buyer's order for any item from Engineered Specialties, LLC (SELLER) shall constitute acceptance of this offer. The buyer is presumed to have accepted them without any reservation.

- 1) **Terms and Conditions of Sale:** All descriptions, quotations, offers, acceptances and sales of the Seller's products are subject to and shall be governed exclusively by the terms and conditions stated herein.
- 2) **Payment:** Standard terms of net 30 days will be allowed for all established accounts. Amounts not timely paid shall bear interest at the maximum rate permitted by law for each month that the Buyer is late in making payment. All other transactions shall be made in the form of a credit card sale or pre payment via check or bank transfer. Any claims by Buyer for shortages or omissions in a shipment shall be waived unless the Seller receives notice thereof within 10 days after Buyer's receipt of the shipment.
- 3) **Delivery:** Risk of loss shall pass to Buyer upon Seller's delivery to a carrier. Any stated delivery dates are approximate only and Seller shall have no liability for any delays in delivery. It is the Buyer's responsibility to make all claims with the carrier relative to missing or damaged items as soon as the goods are received. These claims must be recorded on the carrier's bill of lading and reported to Seller in 3 days.
- 4) **Warranty:** Products manufactured by the Seller carry a limited one year warranty. For full details of this specific warranty, please see each product warranty statement. Items not manufactured by the Seller are subject to the original manufacturer's guarantee and warranties. Seller does not have any additional responsibility if original manufacturer denies warranty claim. In no event shall Seller be liable for any incidental, consequential or special damages of any kind or nature whatsoever, including but not limited to lost profits arising from or in any way connected with this agreement or items sold hereunder, whether alleged to arise from breach of contract, express or implied warranty, or in tort, including without limitation, negligence, failure to warn or strict liability. The Seller will not allow claims for labor, materials and/or other expenses required to replace or repair a defective product. The Seller's liability is limited to the purchase price applicable to the item. Seller reserves the right to modify or alter the product at any time.
- 5) **Returns:** All returned products must have prior authorization from Seller before they are shipped back to our facility. Returned products without pre-authorization are not eligible for credit. There will be a 20% restock fee on pre-authorized returned items, unless specified otherwise, in written communication from Seller. Products must be returned within 30 days of the date of sale to be eligible for credit. Items not eligible for return or credit, include; Airnet pipe, Maxline tubing, Duratec tubing, Rapidair tubing, or any custom made components for any system. Items that are drop shipped from the manufacturer, such as Hose Reels, Air Dryers, Air Compressors and accessories for these units are not eligible to be returned to our facility for credit. These items are subject to the terms of warranty and return policies of the manufacturer and written pre-authorization from the Seller must be obtained before items are shipped back to the original manufacturer.

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