

DESIGN PLASTIC SYSTEMS-SELLING TERMS AND CONDITIONS

1. PURCHASE ORDER TERMS, conditions or provisions inconsistent with those stated herein shall be deemed ineffective. It is mutually agreed that all terms, conditions and provisions, whether printed, stamped, typed or written on the Customer's purchase order or other communications except the description and specification of goods ordered, (quantity, price, order number, shipping instructions and tax exemption certificate) shall be ineffective, and in lieu thereof, the terms, conditions and provision, stated herein shall govern all orders and shall be applicable thereto with the same force and effect as if the physically appeared thereon. An acknowledgement of any such order or other communication, or the making of deliveries pursuant thereto shall not be construed as an acceptance or approval of any terms, provisions or conditions printed, stamped, typed or written on such purchase order. No waiver, alteration or modification of the terms and conditions herein shall be binding unless in writing.
2. QUOTATION. All quotations are offered for prompt acceptance and are subject to change without notice.
3. ACCEPTANCE. Purchaser's acceptance of this document means Purchaser's approval of any equipment or component specified.
4. ALTERATIONS. Should a request in writing by customer be made for change in design construction or material on his purchase order, or should customer otherwise delay or interrupt the progress of work hereunder, then Seller shall be reimbursed for the additional expense created by reason thereof or customer shall be credited with any reduced cost which can be established as resulting from any such change.
5. CANCELLATIONS. When purchase orders are placed with and accepted by the Seller, the contract thus affected is not subject to cancellation regardless of custom in the business except upon such express terms as will satisfy all losses or costs incurred, commitments undertaken to date of cancellation, and our proportionate profit on work done. Reinstatement of cancelled orders shall be on renegotiated basis subject to then current conditions following satisfaction of all cancellation charges.
6. PATENT PROTECTIONS. If items are manufactured in accordance with Buyer's designs, blueprints, drawings, samples, specifications, the Buyer shall indemnify and save Seller harmless from any and all expenses, injury or loss arising out of Claims of Patent infringement because of manufacture, use or sale of such products. Seller indemnifies Customer from 3rd party patent litigation on those items of its design, purchase or resale.
7. OFF QUANTITIES. With respect to all items manufactured in accordance with buyer's designs, blueprints, drawings, samples, specifications or any product run, Buyer will accept under runs and over runs on each individual item not exceeding 10% of the quantities ordered and the billings adjusted accordingly.
8. BLANKET ORDERS. All blanket orders for materials specially ordered by Seller for Purchaser will be accepted on a non-cancelable basis. If, for any reasons, open balances of such orders are not released by Purchaser or if blanket order is not renewed within one year, Seller shall have the option to invoice in full without releases or shipping instructions for any outstanding balances.
9. DELIVERY. Shipment will be made as near specified date as possible. Exact delivery is not the essence of this proposal unless covered by an express written contract to be made a part of our acceptance of Customer's purchase order. All shipment schedules of custom products are dependant upon receipt of unqualified drawing approval.
10. DELIVERY LIABILITY. Customer's purchase order will be acknowledged and accepted without liability on Seller's part for delay or failures arising from acts of God, strikes which affect our performance, accidents, lock-outs, casualties, or the intervention of governmental agencies, fires, or other cause beyond our control.
11. DELIVERY DELAYS. Where customer finds it necessary to hold up the manufacture or shipment of equipment ordered for a period of more than thirty days, we reserve the right to place such items in storage and to invoice the customer storage and all costs incurred resulting from our progress on work done, our purchase of equipment and material for the customer and our proportionate profit thereof.
12. TRANSIT DAMAGE. Any claims for damages in transit should be made directly to the transportation company.
13. RETURNED GOODS. We will not accept return goods returned for credit without prior written authorization from us.
14. WARRANTIES. There are no warranties, which extend beyond the description hereon. In no event shall the obligation of Seller extend beyond the repair or replacement of any products sold by it, which proves to have been defective, and then only if the product is returned to the destination we designate with all transportation charges prepaid and is found upon inspection to have been defective. Warranty merchandise used by Seller for the manufacture of products shall be limited to that provided by respective suppliers. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Written notice of claimed defects must be given by the Buyer to the Seller within reasonable time after delivery of the product to the Buyer.
15. LIMITATION OF LIABILITIES. In no event shall Seller be liable for special or consequential damages. Seller's liability on any other claim (including but not limited to negligence or breach of contract) arising out of or connected with this agreement or the use of articles covered by this agreement shall in no case exceed the purchase price of the articles with respect to which losses or damages are claimed.
16. INSTALLATION. All merchandise covered herein shall be installed by customer and at customer's expense unless specifically covered under our quotation or by separate agreement.
17. TAXES. All taxes in Purchaser's State, on this transaction, will be paid by the purchaser whether or not billed, collected by or charged by us, unless proper exemption certificates are furnished by Buyer.
18. PAYMENT TERMS shall be Net 30 with approved credit, unless otherwise noted on our proposal, acknowledgement and invoice. No cash discount to be taken on transportation, tax or special handling charges.
19. LATE PAYMENT CHARGES of 1 ½% per month of the total outstanding balance will be made, pro-rated on a daily basis beyond the payment terms.
20. TITLE. Seller shall retain title to all products not paid in full. It is specifically understood and agreed by the Seller and the Buyer that title to any and all goods furnished by Seller or its suppliers to the Buyer shall remain vested in Seller until Seller shall have received payment in full for the same, and it is further agreed that upon failure to make payment in full for any said goods in manner provided by Seller, Seller may repossess and take away said goods. For tax and insurance purpose, Buyer agrees to report and pay taxes and to provide adequate insurance on such products as though title hereto had vested in Buyer.
21. JURISDICTION. All of the provisions hereof are to be governed and construed according to the laws of the State from which this document is issued. If any of these conditions should be held invalid the remainder of the conditions shall not be affected thereby.
22. EXECUTION. Our proposal when accepted as provided above becomes the entire contract and no agreement or understanding, oral, or written, in any way purporting to modify the terms and conditions herein shall be binding on Seller unless made in writing and signed by its authorized Officers.