

TERMS AND CONDITIONS OF SALE HEUBACH LTD

A New Jersey Limited Partnership



Conditions

1. Seller warrants that the goods delivered hereunder meet Seller's standard specifications for the goods or such other specifications as may have been expressly agreed to herein. SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY, EXCEPT AS PROVIDED IN CONDITION 8 AND 9 HEREIN. Buyer assumes all risk and liability resulting from use of the goods delivered hereunder, whether used singly or in combination with other products.
2. No claim of any kind, whether as to goods delivered or for non-delivery of goods, shall be greater in the amount than the purchase price of the goods in respect of which such damages are claimed and failure to give notice of claim within thirty (30) days in the United States and ninety (90) days outside the United States from date of delivery, or the date fixed for delivery, shall constitute a waiver by the Buyer of all claims in respect of such goods. Good shall not be returned to Seller without Seller's permission. No claim shall be allowable after goods have been processed in any manner.
3. Seller reserves the right to require that – on or before the fifteenth (15th) day of each month - Buyer shall furnish definite shipping instructions for the quantity required during the succeeding month, but Seller reserves the privilege of not shipping in any month more than a prorated amount of the entire quantity sold.
4. Seller's weights taken at shipping points shall govern, unless proven in error.
5. If Buyer fails to fulfill the terms of payment, or if Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.
6. Buyer shall reimburse Seller for all taxes, exercise or other charges which Seller may be required to pay any government (national, state, or local) upon the sale, production or transportation of the goods sold hereunder.
7. No liability shall result from delay in performance or nonperformance, caused by circumstances beyond the control of the party affected, including, but not limited to, Acts of God, fire, flood, war, government action, accident, labor trouble or shortage, or inability to obtain material, equipment or transportation. Quantities so affected may be eliminated from the order without liability, but the order shall remain otherwise unaffected.

If Seller is unable for any reason to supply the total demands for the goods specified herein, Seller shall have no obligation to purchase materials needed to enable it to fulfill this order. Seller may allocate its available supply of goods among all purchasers, as well as departments and divisions of Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.

If any government action or request prevents Seller from making a price increase or continuing any price already in effect. Seller, by giving Buyer thirty (30) days prior written notice, may cancel this order.

8. Seller warrants that the use or sale of the goods delivered hereunder will not infringe the claims of any United States patent covering the goods themselves; but does not warrant against infringement by reason of the use thereof in combination with other materials or in the operation of any process.

9. Seller warrants that the goods delivered under this agreement have been produced in compliance with the Fair Labor Standards Act of 1936, as amended.
10. This order is not assignable or transferable by Buyer, in whole or in part, except with the written consent of Seller.
11. If the goods covered by this contract are shipped in rail cars furnished by Seller, Buyer agrees that such rail cars will be unloaded within two (2) days (Sundays and holidays included) after constructive placement thereof absent other written agreement. Thereafter, a detention charge independent of and in addition to any demurrage charged by the railroad company shall be payable to Seller at Seller's then current rate for each twenty-four (24) hours or fraction thereof, including Sundays and holidays.
12. Any technical service furnished by Seller with reference to the use of the goods is provided gratis and Seller assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.
13. Buyer acknowledges that it has received and is familiar with Seller's labeling and/or literature concerning the goods sold hereunder and will forward such information to its employees and customers of such goods if any. Buyer agrees to test the goods in small batches before applying them in its general production.
14. This instrument constitutes the entire agreement of sale and purchase of the goods described herein. No modification of this order shall be of any force or effect unless in writing, signed by the party claimed to be bound thereby, and no modification shall be effected by the acknowledgement or acceptance of purchase order forms containing different conditions.

IN ADDITION TO THE ABOVE, THE FOLLOWING CONDITIONS APPLY TO SHIPMENTS OUTSIDE THE UNITED STATES:

1. The price of the goods covered hereunder shall be Seller's established price for Buyer's classification in effect at time of shipment.
2. The price applying to this order is in terms of United States Dollars subject to remit payment to Seller's bank, as disclosed on Seller's invoice, by approved Banker's U.S. Dollar check or wire without deduction for exchange fluctuations, customs or other charges which are imposed upon the transaction by or on behalf of, or at the instigation of, Buyer's government or its agencies.
3. If at any time any condition shall arise which shall impede or restrict free exchange of money or goods between the country and/or territory covered by this order and the United States of America, then deliveries hereunder may be suspended during the continuance of any such condition, or this order may be forthwith terminated by either party.
4. If Buyer specifies non-standard packaging or shipping, Buyer shall be solely responsible for any resulting additional charges.

EXPORT CUSTOMERS – ALL REMITTANCE PAYABLE IN U.S. DOLLARS

TERMS:

ALL BILLS NOT PAID AT MATURITY ARE SUBJECT TO INTEREST AT THE LOWER OF 7% OR THE HIGHEST RATE PERMITTED BY LAW.

1/2021