

# Sales Terms & Conditions

All orders accepted by Stuart Industries, Ltd (Stuart Industries) are subject to the following express Terms and Conditions which shall be substituted for any other conditions which may appear on any order form or correspondence unless expressly agreed in writing by Stuart Industries.

**GENERAL CONDITIONS:** Stuart Industries will not be held responsible for any delay caused by an Act of God, Labor Disputes, War, Accidents, Shortages of Materials, or any other avoidable circumstances and all quotations are given and orders accepted subject to the "Force Majeure" clauses.

**QUOTATIONS:** The price and delivery quoted will be valid for 30 days from the date quoted, subject to material availability at the time of order is actually placed unless otherwise agreed in writing. If no revision level of product is specified within the customer quote availability will determine the revision supplied.

**ACCEPTANCE:** No orders shall be deemed accepted by Stuart Industries other than upon a receipt of our official signed Acknowledgement.

**PRICE:** The price acknowledged on acceptance of an order is based upon cost of materials, labor, transport and statutory obligations ruling at the date of acknowledgement. If between that date and completion of the work, variations, either by rise or fall, shall occur in these costs, then the price shall be amended to provide for these variations. Every endeavor will be made to execute the work at the price acknowledged. All prices quoted and acknowledged are net.

**DELIVERY:** Every endeavor will be made to ship parts in stock in (1) business day. All lead-time dates quoted or acknowledged are estimated dates for delivery. Stuart Industries reserves the right to ship partial orders unless specific instructions are given by the customer in writing.

**SHIPPING:** All orders are shipped F.O.B. shipping point. Title to the goods sold hereunder shall pass to customer when customer pay's all amounts due to Stuart Industries in full. Risk of loss and/or damage to the goods shall pass to the customer when the goods leave the shipping point for delivery.

**QUANTITIES:** Every endeavor will be made to dispatch correct quantities ordered. Owing to difficulty in the measuring of exact quantities of some products Stuart Industries reserves the right to deliver +1% -5% quantity variance of any order where this difficulty exists, the same to be charged or deducted pro-rata.

**CHANGES OR CANCELLATIONS:** Specially manufactured parts will have a 100% cancellation fee if they are in production or the material has been purchased directly from the manufacture. All other parts will have a 50% restocking fee unless otherwise agreed upon.

- **INSPECTION:** Customer shall inspect the materials within twenty four (24) hours after delivery. Unless customer gives written notice to Stuart Industries within (10) days from the delivery date specifying any damage or defect or other objection to the material or shipment, it shall be conclusively presumed, as between Customer and Stuart Industries that Customer has fully inspected and acknowledged that the material complies with all terms, conditions and specifications of the order and that Customer is satisfied with and has accepted the materials in such condition.

**RETURN OF GOODS:** Pre-authorization, signified by the issuance of a Return Material Authorization (RMA) number, is required prior to returning any parts to Stuart Industries your account will be credited, less any restocking charge that may apply, after we receive the parts back with all of the original paperwork.

**MINIMUM ORDER:** Order minimum is \$125.00 per line.

**PAYMENT TERMS:** Stuart Industries offers various payment terms including COD, Prepayment, Wire Transfer, Credit Card (MasterCard/Visa requires an additional 5% Handling charge on all C/C orders) and Net 30 days (upon approved credit).

**INSOLVENCY AND BANKRUPTCY:** If customer becomes insolvent or makes a general assignment of the benefit of creditors, or files or have filed against it a petition in bankruptcy or for the reorganization, or business any other remedy under any law relating to the relief of debtors, or in the event a receiver be appointed for your property or business, Stuart Industries may, at its option, terminate your order/orders.

**TAXES AND DUTIES:** In the event any taxes or duties are imposed or increased on the materials covered by the Invoice between the date hereof and the date of delivery, Customer agrees that the amount thereof shall be added to the price of the materials covered by the Invoice. Customer further agrees to pay all applicable Federal, State, and Local Taxes, upon or on account of the materials covered by the Invoice.

**WARRANTY:** Materials will, at the option of Stuart Industries be accepted for return or replacement, provided Customer gives written notice of the damage, defect or other objection to the materials, to Stuart Industries within (10) days from the delivery date. Thereafter, Stuart Industries shall have no further obligation. Stuart Industries makes no representation that the materials are suitable for any specific purpose. In addition, Stuart Industries will be the sole judge of whether materials tendered for return are damaged or defective or whether Customer's claim should be honored. Stuart Industries will be given a reasonable opportunity to investigate any and all claims.

**LOST IN TRANSIT:** Customer hereby assumes all risk of loss and damage to the material in accordance with the terms of delivery. Unless otherwise specified on the face of the invoice, risk of loss or damage shall pass to the Customer upon the delivery of the material to a common carrier for transportation to Customer or delivery of the material to the Customers facility or other specified destination.

**INDEMNIFICATION:** Customer shall indemnify against and hold Stuart Industries harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with or resulting from Customer's possession or use of the materials. Customer shall pay Stuart Industries all costs expenses, including attorney's fees, incurred by Stuart Industries in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions or provisions of the invoice.