

# Terms & Conditions

## 1) Defined Terms

All orders by the Customer ("Buyer") are subject to the acceptance of Demco Products, Inc. ("Seller").

## 2) Terms and Condition of Sale

Seller does not agree to any terms and conditions except those set forth herein and in its current contractual agreements and quotations, unless accepted in writing by Seller.

Shipment of any product by Seller will be on said terms and conditions, and no modification shall be affected by the acknowledgement of any purchase order containing different terms and conditions from those set forth herein.

## 3) Price

- a) Published List Prices and Discounts are subject to change without notice.
- b) Unless specifically itemized, quoted prices do not include qualification testing, engineering drawings or other data not normally supplied with such products.

## 4) Payment

Unless specifically stated otherwise in writing, all invoices are to be paid in full thirty (30) days from date of invoice. Returned checks or ACH payments will incur a \$13.00 fee.

## 5) Delivery of Products

- a) Seller reserves the right to decline to make deliveries and/or cancel the order if Buyer fails to fulfill the terms of payment or fails to provide Seller with a written confirming order. Seller reserves the right to correct typographical errors at time of order acknowledgement.
- b) Products are sold F.O.B. Seller's dock and are shipped at the Buyer's risk. While Seller takes every reasonable precaution in packaging its Products, Seller is not responsible for goods damaged or lost in transit. If there is a shortage of Products relative to the invoice quantity, or if Products are lost or damaged in transit, Buyer shall promptly so notify the carrier in the form of a written claim notice, with copies of said claim notice provided to Seller. All claims for shortages or incorrect Products must be submitted within fourteen (14) days after receipt of Product by the Buyer.
- c) Acknowledged ship dates are approximate and are based on conditions existent at receipt of order.
- d) All shipments designated 'pre-pay and add' valued over \$500 will be insured and the cost included in the customer shipment charge. Shipments designated as 'collect' will be insured in accordance with the purchase order.
- e) Requests for same day shipments will only be considered if received before 11:00am CST. A \$50 expedited shipping and handling fee will be assessed to all orders requesting same day shipping services. If the fee is agreed to by the customer, the shipment is guaranteed to ship the same day the order is placed, as long as the order was placed before 11:00am CST. If an order is received after 3:30pm CST, it will be considered received the next business day.

## 6) Suspension of Deliveries

Shipments and deliveries are subject to Seller's approval of Buyer's creditworthiness. If

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Seller shall for any reason be in doubt as to the financial responsibility of the Buyer, Seller may decline to make deliveries except upon receipt of cash in advance or other satisfactory security.

### 7) Cancellations

A minimum of three (3) days advance written notice to Seller is required, from original order date, to affect cancellation or revision of open orders. Charges to Buyer for such cancellations or revisions shall be based on costs incurred by Seller with terms that properly indemnify the Seller with a minimum of 15%. Special and built to order items cannot be canceled.

### 8) Quotations

a) Quotes are effective for 30 days unless otherwise noted. The expiration date of the quote is listed on each quote. The Seller shall honor the price on the quote until expiration. The Buyer shall request an updated quotation after the quote expires.

### 9) Taxes

- a) The Buyer shall reimburse Seller for any taxes that Seller may be required to pay or collect under any existing or future law upon, or with respect to, sale, purchase, manufacture, delivery, storage, processing, use, consumption or transportation of any of Seller's Products purchased by Buyer.
- b) All Applicable state, local, & federal sales, use, excise or similar taxes shall be the obligation of customer.

### 10) Returned Goods Policy

a) In order for a buyer to return any Product to Demco Products, Inc. an authorization is required. No returns will be accepted without prior authorization and are subject to inspection and restocking charges. To obtain this authorization, a request in writing must be sent to:

**Email: demcoprod@yahoo.com**

or

**Mail: Demco Products Inc.**

**4644 West 92<sup>nd</sup> St.**

**Oak Lawn, IL 60453**

- i) The request must indicate the part number of the Product involved and reason for the return request, along with a copy of the relevant invoice to ensure proper credit. After the request has been reviewed, a written reply will be sent stating the authorization number, disposition, and shipping instructions, should Seller agree to pay return freight or the reason why the request was refused.
- b) *Incorrect Shipment*
- i) The request for authorization must be received by Seller within fourteen days from the receipt of shipment, and be based solely on Product received that is not in agreement with Product called for on the buyer's purchase order. The return of such Product will be at full credit.

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- c) *Defective Product* – The request for authorization must state:
  - i) The nature of the defect
  - ii) Whether the Product has been used or not
  - iii) If the Product failed in service, or how the defect was noted
  - iv) If part of a failed system, list operating parameters and placement of components in relation to each other
- d) *Incorrect Order* - In the event that the Buyer ordered the wrong Product, authorized return of such Product will be contingent upon the following conditions:
  - i) The Buyer must order additional Product of equivalent dollar value as that of the Product to be returned.
  - ii) Product to be returned must have been purchased within the past sixty (60) days.
  - iii) The Product to be returned must be a standard catalog item only.
  - iv) Authorized returns of such Product are subject to a 20% restocking charge.
- e) Product returned without proper authorization will be refused and returned to the Buyer at their expense.
- f) Credit memos are valid for 90 days.

### 11) Limited Warranty

(a) For a period of one year from the date of delivery of goods or performance of service under Seller's proposal, Seller warrants, to the original purchaser, the goods manufactured by Seller to be free from defects in material and workmanship and the services performed by Seller to be in accordance with the specifications of Seller's proposal. (b) If within such period it shall be proven to Seller's reasonable satisfaction that any goods are defective or any services are nonconforming, such goods shall, at Seller's option be repaired or replaced (with all removal and installation to be at Buyer's expense) and such services corrected, or a substitute obtained. THE FOREGOING WARRANTIES STATE SELLER'S ENTIRE WARRANTY (EXCEPT TITLE) AND BUYER'S SOLE AND EXCLUSIVE REMEDY RELATED TO SUCH GOODS AND SERVICES. EXCEPT AS EXPRESSLY SET FORTH ABOVE, SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER, AND SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (d) THIS WARRANTY SHALL NOT APPLY TO ANY LOSS OR DAMAGE RESULTING FROM: (i) NORMAL WEAR AND TEAR; (ii) ALTERATION, MISUSE, ABUSE, OR IMPROPER INSTALLATION, OPERATION OR MAINTENANCE BY BUYER OR A THIRD PARTY; (iii) ACCIDENT, FIRE, FLOOD, OR ACTS OF GOD; OR (iv) INACCURATE OR INCOMPLETE INFORMATION OR DATA SUPPLIED OR APPROVED BY BUYER. Buyer shall defend and indemnify Seller for any loss or damage of Seller arising out of (i) through (iv) above and any breach by Buyer of its covenants and obligations under Terms.

### 12) Liability:

Seller shall be excused and not be liable for non-performance, loss or damage suffered by

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the buyer resulting from delays in manufacture or delivery of Products that may arise from causes beyond Seller's control including, but not limited to, supplier defaults, material shortages, labor disputes, transportation delays, governmental order, fire, flood or acts of God. Manufacturer assumes no liability due to improper installation, operation, and maintenance by buyer or a third party.

### **13) Ownership of Intellectual Property**

Buyer agrees to indemnify and hold Seller harmless against any loss, liability or expense resulting from infringement or claimed infringement of patents or trademarks on Products made to Buyer's specifications, blueprints, or designs.