



## TERMS AND CONDITIONS OF SALE

### (1) MODIFICATION OF TERMS

Seller's acceptance of any order is expressly subject to Buyer's assent to each and all of the terms and conditions set forth below and Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's receipt of this document without prompt written objection thereto or from Buyer's acceptance of all or any part of the goods ordered. No addition to or modification of said terms and conditions shall be binding upon Seller unless specifically agreed to by Seller in writing. If Buyers' purchase order or other correspondence contains terms or conditions contrary to or in addition to the terms and conditions set forth below, acceptance of any order by Seller shall not be construed as assent to such contrary or additional terms and conditions or constitute a waiver by Seller of any of the terms and conditions.

### (2) PRICE

Unless otherwise specified: (a) all prices, quotations, shipments and deliveries by Seller are f.o.b. Sellers plant; (b) all base prices together with related extras and deductions, are subject to change without notice and all orders are accepted subject to Seller's price in effect at the time of shipment; and (c) all transportation and other charges are for the account of Buyer, including all increase or decrease in such charges prior to shipment. Payment of said price shall be due at the remittance address shown on the Seller's invoice 30 days after the date of Seller's invoice. Interest will be charged at a rate of 1 to 1-1/2% per month on all balances outstanding more than 30 days after the date of the invoice.

### (3) MINIMUM BILLING

The minimum billing by the Seller for any order shall be \$50.00.

### (4) WARRANTIES

Seller warrants that its products will conform to and perform in accordance with the products' specifications. Seller warrants that the products do not infringe upon any copyright, patent, or trademark. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### (5) LIMITATION ON LIABILITIES

Because of the difficulty of ascertaining and measuring damages hereunder, it is agreed that, except for claims for bodily injury, Seller's liability to the Buyer or any third party, for any losses or damages, whether direct or otherwise, arising out of the purchase of product from Seller by Buyer shall not exceed the total amount billed and billable to the Buyer for the product hereunder. IN NO EVENT WILL SELLER BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### (6) QUALITY ASSURANCE

Seller shall have no obligation to ensure that any goods purchased from Seller meet any special Buyer quality assurance specifications and/or other special Buyer requirements unless such specifications and/or other requirements are specifically set forth in Buyer's purchase order and expressly accepted by Seller. In the event that any such goods supplied by Seller in connection therewith, are applied to an end use without the appropriate specification and/or other requirement therefore having been set forth in Buyer's purchase order and expressly accepted by Seller, Buyer shall indemnify and hold Seller harmless against any and all damages or claims for damages made by any person for any injury, fatal or nonfatal, to any person or for any damage to the property of any person incident to or arising out of such application.

### (7) CLAIMS

Claims respecting the condition of goods, compliance with specifications or any other matter affecting goods shipped to Buyer must be made promptly and, unless otherwise agreed to in writing by Seller, in no event later than one (1) year after receipt of the goods by Buyer. In no event shall any goods be returned, reworked or scrapped by Buyer without the express written authorization of Seller.

### (8) DEFAULT IN PAYMENT

If Buyer fails to make payments on any contract between Buyer and Seller in accordance with Seller's terms, Seller, in addition to any other remedies available to it, may at its option, (i) defer further shipments until such payments are made and satisfactory credit arrangements are re-established or (ii) cancel the unshipped balance of any order.

### (9) TECHNICAL ASSISTANCE

Unless otherwise expressly stated by Seller: (a) any technical advice provided by Seller with respect to the use of goods furnished to Buyer shall be without charge; (b) Seller assumes no obligation or liability for any such advice, or for any results occurring as a result of the application of such advice; and (c) Buyer shall have sole responsibility for selection and specification of the goods appropriate for the end use of such goods.

### (10) CANCELLATION OF SPECIAL ORDERS

Special Orders or goods specially manufactured for Buyer cannot be canceled or modified by Buyer, and releases cannot be held up by Buyer, after such goods are in process except with the express written consent of the Seller and subject to conditions then to be agreed upon which shall include, without limitation, protection of Seller against all loss.

### (11) PATENTS

The Seller shall not be liable for any costs or damages incurred by the Buyer as a result of any suit or proceeding brought against Buyer so far as based on claims (a) that use of any product, or any part thereof, furnished hereunder, in combination with products not supplied by the Seller or (b) that a manufacturing or other process utilizing any product, or any part thereof, furnished hereunder, constitute either direct or contributory infringement of any patent of the United States. The Buyer shall hold the Seller harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Buyer's designs or specifications or instructions.

### (12) COMPLETE AGREEMENT

The terms and conditions set forth herein, together with any other documents incorporated herein by reference constitute the sole and entire agreement between Buyer and Seller with respect to any order superseding completely any oral or written communications. No additions to or variations from such terms and conditions whether contained in Buyer's purchase order, any shipping release or elsewhere shall be binding upon Seller unless expressly agreed to in writing by Seller.

### (13) GOVERNING LAW

All orders are accepted by Seller at its mailing address in Wheaton, Illinois, and shall be governed by and interpreted in accordance with the laws of the State of Illinois.

### CUSTOMER RETURN POLICY

We recognize that at times it is necessary for our customers to return products for a variety of reasons...that returns are a normal part of an on-going business relationship. To make the process as straightforward and fair as possible, our policy is based upon the following:

- An error on our part: We'll credit you for the product and shipping costs, up to one year from ship date.
- An error on your part: Standard products can be returned for full credit, freight prepaid, also up to one year from date of shipment. There is the normal restocking charge of 20%.

Returns are subject to inspection.

For quick handling and authorization of returns, contact your local sales office.

Spraying Systems Co. reserves the right to make changes in specifications or design of the products shown in the catalog or to add improvements at anytime without notice or obligation.

