



## Industrial Screen Products, Inc.

P.O. Box 366 • Placerville, CA 95667  
Phone: (800) 663-2702 • Fax: (800) 663-8060

### Sales Terms and Conditions

1. ENTIRE AGREEMENT, MODIFICATIONS - These Terms and Conditions constitute the entire agreement between the parties for the goods. No change in, addition to, or waiver of the terms, conditions, and specifications contained herein shall be a binding obligation on SELLER unless approved in writing by its authorized representative.
2. TITLE AND RISK OF LOSS - Title to and risk of loss of the goods herein described shall pass to CUSTOMER upon delivery of said goods to a carrier at SELLER's plant. Title to and risk of loss of said goods shall pass to CUSTOMER in no other way, notwithstanding any agreement to the contrary, including, but not by way of limitation, any agreement to pay freight, express, or other transportation or insurance charges.
3. PAYMENT AND PRICES - SELLER may, at its option, draw at sight on CUSTOMER or require CUSTOMER to obtain an irrevocable letter of credit in favor of SELLER from an issuer acceptable to SELLER. In the event SELLER does not so draw or require such letter of credit, payment by CUSTOMER shall become due thirty days after receipt of SELLER'S invoice covering a particular shipment. Terms of payment by CUSTOMER, as herein above set forth, are of the essence of this agreement, and in the event of failure by CUSTOMER to make any payment when due, SELLER may decline to make further shipments until such default is cured. In the alternative, SELLER may elect to continue to make shipments despite the continuance of such default, but such election by SELLER shall in no way constitute a waiver of such default nor affect SELLER's legal remedies therefore.

CUSTOMER assumes full responsibility, including reporting and payment, of all taxes, however designated, or other governmental charges arising out of, levied or based upon, or in connection with the sale of the goods herein described, including state and local privilege, sales and use, or excise taxes based on gross revenue or any taxes or amount in lieu thereof paid or Payable by SELLER in respect of the foregoing, exclusive However, of taxes paid on net income.

In no event shall any charges for engineering services imply a conveyance of any design and/or manufacturing rights as to the goods herein described, unless such conveyance is expressly set forth on the face hereof.

4. WARRANTIES - SELLER warrants to CUSTOMER that the goods being sold will be free from any liens or encumbrances, and that good title to the goods will be conveyed to CUSTOMER. SELLER warrants the goods against defects in material and workmanship under normal conditions of usage and service for one year from date of shipment. **THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** SELLER'S sole obligation and CUSTOMER'S sole remedy under this warranty is limited to and shall be fully discharged by repairing or replacing any defective part F.O.B. point of manufacture.
5. LIMITATION OF LIABILITY - SELLER SHALL NOT BE LIABLE FOR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHETHER ANY SUCH CLAIM OR LAW SUIT BE BASED ON TORT, CONTRACTOR OTHERWISE. IN NO EVENT SHALL RECOVERY OF ANY KIND AGAINST SELLER BE GREATER THAN THE PURCHASE PRICE OF THE SPECIFIC GOODS SOLD AND CAUSING THE ALLEGED DAMAGE.
6. CLAIMS - Within twenty (20) days after tender of delivery to or receipt by CUSTOMER of any shipment and before any part of such goods (except for reasonable test and inspection quantities) has been changed from its original condition. CUSTOMER shall inform SELLER in writing if said goods are found defective or short in any respect. Failure to so inform SELLER or use of said goods (except for reasonable test and inspection quantities) shall be conclusive that SELLER has satisfactorily performed.



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7. **PATENT INFRINGEMENT** - If the goods herein described are to be manufactured by SELLER based on specifications or drawings furnished by CUSTOMER. CUSTOMER agrees to indemnify and hold harmless SELLER, its successors and assigns, against any and all loss, damage, or injury arising out of a claim or suit for alleged infringement of any letter patent granted by the United States or any foreign government relating to the goods herein described. CUSTOMER agrees that in such event it will assume the defense of any and all such suits and pay all expenses incidental thereto.
8. **TERMINATION** - This agreement may be terminated under either of the following conditions:
  - a. If the goods herein described are to be used in the performance of a U.S. Government contract or subcontract, and the U.S. Government terminates for convenience of the prime contract in whole or in part, CUSTOMER may terminate this agreement in the same proportions, and liability of CUSTOMER for termination allowance shall be determined in accordance with the Sections of the Armed Services Procurement Regulation then applicable to termination of contracts, such termination allowance In this instance to be paid to SELLER within thirty (30) days of such termination by CUSTOMER.
  - b. SELLER may terminate this agreement if CUSTOMER becomes unable to meet its obligations as they mature, or if any proceeding under bankruptcy or Insolvency laws is brought by or against CUSTOMER, or If a receiver for CUSTOMER is appointed or applied for or if any assignment for the benefit of creditors is made by CUSTOMER.
9. **FORCE MAJEURE** - SELLER shall not be liable for any loss or damage of any nature whatsoever Incurred or suffered as a result of any failures or delays in performance due to any cause or circumstances beyond its control, including but not by way of limitation any failures or delays In performance caused by any strikes, lockouts, or labor disputes, fires, acts of God or the public enemy, riots, Incendiaries, interference by civil or military authorities, compliance with the laws of the United States of America or with the orders or policies of any governmental authority, delays in transit or delivery on the part of the transportation companies or communication facilities, or failures of sources of materials. SELLER may, at its option, make deliveries ratably with reference to itself and all its customers.
10. **EXPORT OR IMPORT LICENSE** - CUSTOMER shall procure at its expense any export or import licenses required for any of the material included in this quotation.
11. **CERTIFICATION OF MATERIAL REQUEST** -
  - (a) **MATERIAL CERTIFICATE OF COMPLIANCE** will be furnished at no charge if specified on your order.
  - (b) Changes from **MILL TEST CERTIFICATES** will be furnished if specified on your order. Charges to be determined on request.
    - Chemical mill test certificates only will be furnished for surface wires and shaped support rods.
    - A certificate of compliance will only be furnished for carbon or mild steel material, bolts, nuts flanges, threaded fittings, etc.
  - (c) Charges for other tests, welding procedures and PQR's are available on request.
12. State identified in the address of SELLER, which address is set forth on the face of this document without giving effect to the conflict of law provisions of such state.