



Standard Terms and Conditions of Sales

- Terms of Agreement:** The sale, shipment and delivery by CRACO Mfg., Inc. ("Seller") of products ("Products") will be subject. **THE ACCEPTANCE OF ANY OFFER MADE BY SELLER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ACCEPTANCE BY SELLER IS MADE EXPRESSLY CONDITIONAL UPON THE PURCHASER'S ASSET TO THE TERMS AND CONDITIONS SET FORTH HEREIN.** Any terms and conditions contained in the Purchasers purchase order, request for quotation of thereto. Any conduct by Purchaser which recognizes the existence of a contract between the Seller and Purchaser including, without limitation, acceptance of cancellation or amendment to an order must be approved by Seller in writing and may be subject to restocking charges and other charges. Seller reserves the right to cancel an order upon breach thereof by the Purchaser, failure by the Purchaser to make payment required by an order or any other agreement, be subject to restocking charges and other charges.
- Prices:** Unless otherwise noted, all prices are F.O.B. point of Shipment. Prices do not include any present or future applicable Federal, State, or Local sales, use, excise, value added or other tax or chargers. Seller shall have the right to invoice separately any such tax or surcharge as may be imposed later. Applicable tax exemption certificates must accompany any order to which the same applies. Purchaser agrees to indemnify and save Seller harmless for any such taxes or charges.
- Payment terms:** Cash payment: Net 30 days unless otherwise agreed in writing. A finance charge of 1 1/2% per month (an annual percentage rate of 18%) may be charged on all past due accounts and Purchaser shall pay Seller all costs incurred in collecting any past due account from Purchaser, including court costs and attorney fees. However, if the foregoing charges exceed the rate which is the maximum permitted by law, then such charges shall be the highest allowable lawful rate. If, in the opinion of the Seller, the financial condition of the Purchaser at any time fails to justify the terms of payment specified, Seller reserves the right to require full or partial payment or other adequate assurance of performance from Purchaser before goods are manufactured or shipped. Seller reserves the right to suspend shipments or continued shipments until such payment or adequate assurance of performance has been received.
- Delivery Terms:** Shipping and delivery dates, if any, are approximate and are given by Seller in good faith but are not guaranteed unless otherwise specifically agreed in writing. If delivery as originally scheduled is delayed by Purchaser, Seller may invoice Purchaser and store the Products at Purchasers expense. Delay in delivery of the Products hereunder shall not relieve the Purchaser of its obligations to accept any pay for products under any other agreement or purchase order.
- Product Warranty:** Seller warrants to Purchaser only the Products to be free from defects in material and workmanship for a period of one year from the date of delivery, subject to Sellers standard manufacturing and commercial variations and practice. **SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES TO PURCHASER REGARDING THE PRODUCTS AND EXPRESSLY DISCLAIMS ALL OTHER IMPLIED OR EXPRESSED WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE.** Sellers Product warranty does not apply to any Product to the extent it has been subject to (1) other than normal wear and tear, or (2) improper installation, alteration, modification or repair, tampering, negligence, abuse or accident, or (3) improper storage. **LIABILITY IS LIMITED TO REPAIR OR REPLACEMENT, AT SELLERS OPTION, OF ANY DEFECTIVE PRODUCT.** Seller will repair or replace at its option Products which upon inspection it finds to be defective, based on claims made in writing to Seller within 10 days of the date of delivery. Products alleged to be defective must be returned, freight prepaid, within thirty (30) days to Seller with the return authorization number, obtained from Seller, clearly marked on the outside of the return container for repair or replacement by Seller. **THE ABOVE WARRANTY SHALL CONSTITUTE PURCHASERS EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCTS FURNISHED HEREUNDER. IN NO EVENT, SHALL SELLER BE LIABLE OR RESPONSIBLE TO PURCHASER OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHER THEROY OF LAW, EVEN IF SELLER SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGES, ALL SUCH DAMAGES AND CLAIMS BEING SPECIFICALLY DISCLAIMED. IN NO EVENT, SHALL SELLERS LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT.**
- Notice; Time Limitations:** Purchaser shall have ten (10) days from delivery of the Products to inspect the Products and notify Seller of any nonconformity. Failure to produce notice as required herein shall constitute a waiver by Purchaser of any claims with respect to nonconforming products. **ALL CLAIMES WITH REPSECT TO THE PURCHASE AND USE OF THE PRODUCTS WHETHER BASED ON CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE MUST BE MADE WITHIN TWELVE (12) MONTHS OF THE ACCRUAL OF THE CAUSE OF ACTION.**
- Force Majeure:** Seller shall not be liable for damages or delays in performance due to circumstances beyond its reasonable control, including without limitation, any priority system established by any governmental agency, fires, floods, storms and other acts of God, labor disruptions (including strikes, lockouts, and slowdowns), terrorism, war, shortages of materials, lack of transportation, inability to procure power, supplies or raw materials, severe weather conditions, substantial increase in price of power, raw materials or supplies, and failure or performance of subcontractors and/or suppliers for similar reasons. Failure of Seller to perform for these reasons aforesaid shall not be grounds for Purchasers cancellation of an order but the delivery date shall be extended accordingly.
- Indemnification:** Purchaser agrees to indemnify and hold harmless Seller from any and all claims or liabilities asserted against Seller in connection with the manufacture, sale, delivery, installation or repair of any Products furnished by Seller, arising in whole or in part out of or by reason of the failure or Purchaser, its agents, servants, employees or customers to follow instructions, warnings or recommendations furnished by Seller in connection with such Products (including but not limited to failure to comply with the American Society for Testing and Materials – ASTM C754, 8.1 Products Storage Standard) or by reason of the failure of the Purchaser, its agents, servants, employees or customers to comply with all applicable Federal, State and Local laws applicable to the installation and use of the Products (including but not limited to all building codes and the Occupational Safety and Health Act of 1970), or by person of the negligence of the Purchaser, its agents, servants, employees or customers. Seller or its affiliates, are not responsible for incidental or consequential damages directly or indirectly sustained, nor for loss caused by application of CRACO products for other than intended use.
- Miscellaneous:** Sellers failure to insist, in one or more instances, upon the performance of any term or terms contained herein shall not be construed as a waiver or relinquishment of its rights to such performance or the future performance of such terms or terms and Purchasers obligation with respect thereto shall continue in full force and effect. Any notice or other communication from Purchaser required or permitted hereunder shall be given in writing by registered or certified mail, postage prepaid, to Seller at its business address. The invalidity, in whole or in part, of any provision of these terms and conditions shall not affect the validity or enforceability of any other of its provisions. All transactions shall be governed by the laws of the State of South Carolina without giving affect to any conflict of law rule or principle of such state.
- Literature:** Seller reserves the right to modify or change any information contained in literature and website without notification. Seller intends all information to be accurate, informative and helpful as a selection guide for choosing CRACO products. This information is only to be considered as guidance and is not intended to replace complete and accurate product selection, design drawings, specifications and decisions by a professional and licensed architect or engineer.