

### Conditions of Sale

1. **Prices:** Prices quoted include all applicable \_\_\_\_\_ taxes. All prices quoted are in \_\_\_\_\_ funds.
2. **Payment:** Payment is due and shall be made by Customer within \_\_\_\_\_ days after the date of the invoice without any set-off or claim. Interest shall accrue on all overdue accounts at the rate of \_\_\_\_% per month or \_\_\_\_\_% per annum.
3. **Defects in Goods:** Not later than \_\_\_\_\_ days following delivery of the Goods to Customer, the Customer shall report any discrepancies, defects or damage in or to the Goods to the Seller. If the Customer shall fail to provide such notice to the Seller within the \_\_\_\_-day period, the Goods shall be conclusively deemed to have been accepted by the Customer as is.
4. **Repudiation:** If the Customer shall refuse to take delivery of any of the Goods, or repudiate any purchase order placed with the Seller, or shall fail to make timely payment pursuant to the terms of this Agreement, the Seller may, without prejudice to any other remedies which the Seller may have under this Agreement, withhold or stop the delivery of any further Goods ordered by the Customer, including any such Goods that are in the possession of a carrier, and recover damages therefore, including all handling, warehouse and other related costs associated with such refusal or repudiation, or failure to pay on the part of the Customer.
5. **Title:** Title to and ownership of the Goods shall remain with the Seller at the Customer's risk until all amounts due to the Seller from the Customer from time to time under this Agreement are paid in full and all obligations of the Customer hereunder have been met, at which time absolute title shall pass to the Customer. It is understood and agreed by the parties, without prejudice to the Seller's rights as owner of the title to the Goods, that the Seller may assign the payments to be made hereunder to a third party. After delivery of the Goods, the Customer shall be liable for all loss or damage to the Goods, however caused, and agrees to indemnify and save harmless the Seller from any and all loss or damage or claim for loss or damage to persons or property caused by reason of the use and possession of the Goods.
6. **Availability:** The Seller does not guarantee to the Customer the availability of any goods and the Customer expressly releases the Seller from any liability arising out of or by virtue of the failure of the Seller to accept purchase orders or to fill any previously accepted purchase orders of the Customer due to the unavailability for sale of any of the goods ordered.

**THIS IS A 2-PAGE FORM.**