

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 until the Customer's payment in full and all amounts due to the Seller from the Customer from this Agreement are received in full and all obligations of the Customer hereunder are met, which time the Goods shall pass to the Customer. It is understood that the Seller's title to the Goods shall not be prejudiced by the Seller's rights as owner of the title to the Goods, and the Seller may assign or convey to the Customer the title to the Goods, and the Customer shall be liable for all loss and damage to the Goods, howsoever caused, and shall indemnify and hold harmless the Seller from any and all loss, damage or claim for loss or damage to persons or property caused by reason of the use or 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.
7. **Delivery Dates:** Any delivery dates set forth in any confirmation of a purchase order are understood to be and shall be deemed to be estimates only, based on availability of the Goods, and the Seller shall be at liberty to ship such portion of a purchase order as the Seller is able to fill subject to availability of the Goods, and the Customer agrees to accept such partial shipment at the time it is delivered.
8. **Shipment:** All deliveries of the Goods shall be _____ (terms of shipment). Risk of loss shall be borne by the Seller until delivery has been made to the Customer. The Seller reserves the right to select the means of shipment, point of shipment and routing.

THIS IS A 2-PAGE FORM.