

TERMS AND CONDITIONS

1. The sale of any items covered by this invoice is conditioned upon the terms and conditions contained herein. Any additional or different terms or conditions proposed by Buyer are objected to by Seller without need of further notice of objection. Buyer shall be deemed to have assented to all terms and conditions herein if any items are delivered by Seller.
2. Prices are subject to change by Seller without notice. Should Buyer not accept delivery. Buyer shall pay to Seller all costs incurred by Seller up to that point, including but not limited to any costs of materials and special handling costs, plus an amount equal to what would have been Seller's profit on the order.
3. Payment in full shall be made within thirty (30) days after the original delivery date. If any payment due hereunder is more than thirty (30) days in arrears, buyer shall pay to Seller one and one half percent (1½%) per month on such cash payment due or the highest lawful rate which can be charged buyer, whichever is less.
4. Transportation charges shall be made based upon the terms indicated on the reverse side of this invoice. Delivery of goods to common carrier, licensed trucker or vessel shall constitute delivery to buyer and all risk of damage in transit shall be borne by buyer. Title to the item thereof shall pass to the Buyer upon delivery of such item at the f.o.b. point. Risk of loss of an item shall pass to buyer and buyer hereby grants to seller, a purchase money security interest under the Uniform Commercial Code (or, if the item is located in Louisiana, a vendor's lien) in item until such time as full payment is received.
5. The quotation and any contract based thereon is not assignable by Buyer without prior express written permission of Seller.
6. Seller's prices do not include sales, use, excise, or similar taxes. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the manufacture, sale, price, delivery or use of the items furnished hereunder shall be paid by the buyer as part of the said price on in lieu thereof the buyer shall provide Seller with a tax-exemption certificate acceptable to the taxing authorities.
7. Except for the description of items set forth on the face hereof, SELLER MAKES NO WARRANTIES OF ANY KIND, AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED BY LAW OR OTHERWISE, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER.
8. Buyer agrees that the sole and exclusive remedy for any claims arising out of the foregoing warranty, including any claims based on the alleged negligence of Seller, its officers, agents, employees, or dealers, shall be limited to repayment of the purchase price or the replacement, at Seller's option. In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) or otherwise shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this contract, or from its performance or breach, or from the items, exceed the price of the specific item which gives rise to the claim.
9. This contract has been made in and its validity, interpretation, construction and performance shall be governed by and be in accordance with the laws of the state of Rhode Island. Buyer hereby waives trial by jury in any action or proceeding in connection with this contract.
10. Should enforcement of any provision of this contract be sought by seller (including but not limited to collection of any sum due by Buyer to Seller), Seller shall be entitled to be reimbursed by buyer for all reasonable costs and expenses of such enforcement, including but not limited to reasonable attorney's fees and disbursements.
11. Seller's remedies specifically provided for herein are intended to be cumulative and shall not be deemed to exclude any other right or remedy that Seller may have at law or in equity.
12. Any communication required or permitted to be given hereunder shall be given in writing and shall be delivered by the U.S. mail, postage prepaid, or by Telefacsimile, and addressed to the addresses on the face hereof.
13. No claim shall be made and no action, regardless of form or basis, arising hereunder may be brought by Buyer more than thirty (30) days after delivery of an item.
14. This contract shall be binding upon the inure to the heirs, legal representatives, successors and assigns of each party hereto.
15. The failure of Seller to insist in any one instance or more upon strict performance of any of the terms and conditions hereof, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of such terms, conditions rights, or privileges, but same shall continue to remain in full force effect. Any waiver by Seller of any violation of, breach of or default under any provision of this contract by the buyer shall not be construed as, or constitute, a continuing waiver of such provision, or waiver of any other violation of, breach of or default under any other provision of this contract.
16. This contract constitutes the entire and only agreement between the parties respecting the subject matter hereof, and any prior agreements, representation, affirmations of fact, courses of prior dealings, promises of conditions in connection therewith or usages of the trade not incorporated herein shall not be binding on either party.