



# **WEBSTER INDUSTRIES INC.**

**ISO 9001:2000 Quality System Registered**

## **TERMS AND CONDITIONS OF SALE**

1. Quoted prices are valid for thirty (30) days unless otherwise specified, subject to material and fuel surcharge increases. Our prices do not include any Federal, State or Local taxes, and any such tax applicable to the transaction is to be paid by the purchaser.
2. The minimum charge for cancellation of an accepted order will be \$100.00 up to a maximum of 100% of order value, depending upon the state of completion.
3. On orders for special products (or made-to-order items involving set-up charges), including malleable castings, it is normal procedure to produce an excess of parts to insure against shortages and delays. We reserve the right to ship and invoice the product plus or minus 10%.
4. Our merchandise is fully guaranteed against failure due to defective material or workmanship for period of one year from date of shipment. Merchandise proven defective will be replaced or repaired, no charge, F.O.B. original shipping plant, with freight prepaid and allowed. No charges for field corrections shall be allowed nor any merchandise returned for credit unless authorized in writing by the Webster Corporate Office. In no event, whether as a result of breach of contract or warranty, tort, or otherwise, shall we be liable for incidental or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, or claims of customer of the buyer for such damages. Our liability is limited to the cost of repair or replacement of the merchandise. Any action for the breach of Section 4 must be commenced within one (1) year after the cause of action has occurred.  
**SELLER MAKES NO OTHER WARRANTY OR GUARANTEE OF ANY KIND WHATEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE SELLER AND EXCLUDED FROM THIS AGREEMENT.**
5. All sales of merchandise are F.O.B. place of shipment.
6. Transportation charges will be as specified in the quotation. Any exceptions must be approved at time of order entry.
7. Because our products are constantly being improved, the designs, dimensions and weights shown in our catalogs, while sufficiently accurate for most purposes, are subject to variation.
8. Extra charges may be added to the net amount of our invoice to cover the cost of special packing, special handling, or other unusual cost.
9. No material shall be returned for credit without written approval from a duly authorized Webster Industries official. Material returned for any reason other than defective will be subject to inspection to insure the items to be in a "resalable" condition. A minimum 35% handling and restocking charge as well as freight both ways will be deducted from the credit.
10. Our standard terms of payment are thirty (30) days net, subject to the approval of our Credit Department. Except as otherwise noted a cash discount of one percent (1%) will be allowed for payment of invoices dated 1<sup>st</sup> to 15<sup>th</sup> of the month inclusive when mailed on or before the 25<sup>th</sup> of the month, and on those dated the 16<sup>th</sup> to the last day of the month inclusive when mailing on or before the 10<sup>th</sup> of the following month. No discount will be allowed on taxes or freight charges.
11. Any terms and conditions proposed by Buyer in accepting Seller's offer inconsistent with or in addition to those set forth herein shall be void unless accepted by Seller in writing.
12. Any credit granted shall be paid promptly in accordance with terms and agreements and that credit grantor may add 1-1/2% per month to any balance owed, and in event of default to pay reasonable collection charges and/or attorney fees.