



## STANDARD TERMS AND CONDITIONS

All sales and transactions with Cal West Mashy Company, Inc. ("Company") are subject to the following terms and conditions:

1. **PRICE:** Quotations are valid for thirty (30) days and include standard domestic packaging. Orders based on erroneous quotations may be refused by Company. Prices are FOB point of shipment. Orders will be invoiced at the time order is accepted unless a valid quotation or written proposal is in effect, in which case said quotation or proposal shall prevail.
2. **MINIMUM BILLING AND TERMS OF PAYMENT:** Minimum billing is Fifty Dollars (\$50.00) per order, Terms of payment are "Net 30 Days" upon approval of credit. A service charge shall be levied on accounts more than thirty days past due at the rate of one and one-half percent (1 ½ %) per month on the account's outstanding balance.
3. **TAXES:** Federal, state and local taxes applicable to this transaction are the responsibility of the Buyer and will be added to the billing.
4. **RISK OF LOSS:** The risk of loss for goods shipped passes to Buyer at the time said goods are delivered to the shipper. Buyer must make any claim for said damages directly against the shipper.
5. **DELAYS:** Company is not liable for any damages arising as a result of delays in performance of repairs or shipping of goods for reasons outside the control of Company including, but not limited to, acts of God, accidents, strikes, labor difficulties, acts of the shipper, civil strife, war, transportation shortages or delays in obtaining government approval necessary to consummate the transaction.
6. **CANCELLATION OF ORDERS:** Orders may be cancelled only upon the express written consent of Company. Upon cancellation and without limiting or waiving its other legal remedies, Buyer shall pay Company as a cancellation fee its then prevailing rates and prices for labor, materials, goods and costs incurred by Company in filling Buyer's order less the salvage value of such materials or goods ordered.
7. **RETURN POLICY:** Goods may only be returned for credit with the express written approval of Company. If Buyer accepts goods hereunder, said acceptance shall be final and irrevocable.
8. **CLAIMS:** Claims for damaged, defective goods or shortages will not be allowed unless presented to Company in writing immediately after receipt of goods. Company is not liable for damages or shortages after goods are delivered to shipper.
9. **WARRANTIES:**
  - a. **EXCEPT AS OTHERWISE PROVIDED IN THIS PARAGRAPH 9, COMPANY SELLS ALL GOODS "AS IS". COMPANY DOES NOT WARRANT THAT SAID GOODS ARE OF MERCHANTABLE QUALITY OR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE.** New goods are subject to manufacturer's warranties, if any. (Company will provide copies of said warranties on request.)
  - b. New goods which are fabricated or assembled by Company are warranted with respect to said work as to defects in material or workmanship only for a period of one (1) year after shipment. Company's responsibility is limited to replacement of defective parts and correction of defective workmanship.
  - c. Repairs performed by Company are warranted with respect to said work only as to defects in materials or workmanship for a period of ninety (90) days after shipment. Company's responsibility is limited to replacement of any defective parts and correction of defective workmanship.
  - d. All warranties provided by Company are subject to all goods being installed, operated and maintained in accordance with manufacturer's installation and operation manuals (which are available upon request.) No express warranty other than those set forth in subparagraphs 9(b) and 9(c) is provided by Company on any goods it sells and no affirmation of Company by words or actions will constitute a warranty.
10. **CONSEQUENTIAL DAMAGES:** Company shall not be responsible for any consequential damages as defined in the Uniform Commercial Code or otherwise.
11. **GENERAL:**
  - a. These Standard Terms and Conditions shall take precedence in the event of any conflict with those of purchaser unless otherwise agreed in writing.
  - b. These Standard Terms and Conditions may be modified, amended or supplemented only by a written instrument signed by an authorized agent of Company.
  - c. Should legal action be required to collect any sums due hereunder, the prevailing party shall be entitled to recover its attorneys' fees and costs.