Terms and Conditions of Sale

1. ACCEPTANCE

No order shall be binding upon us until accepted in writing by an authorized official at Flex-Strut Inc. Any contract for sale of goods, and these Conditions of Sale, shall be governed by and constructed to the Uniform Commercial Code as adopted in the state of Ohio.

2. ERRORS

Should an error be made filling an order, notify Flex-Strut promptly and we will immediatedly attempt to adjust the matter without any expense to the purchaser.

3. CANCELLATION

Cancellation of orders will be accepted only with the understanding that Flex-Strut will be reimbursed for expenses incurred as a result of the cancellation. Orders for special, non-catalogued items are not subject to cancellation after production is started.

4. RETURNED MATERIAL

Permission to return any standard merchandise must be obtained in writing from Flex-Strut in Warren, Ohio . A Returned Goods Autorization (RGA) form will be provided and must accompany the material upon receipt. Request for RGA must be made within 60 days from the date of shipment and be subject to conditions spelled out in the RGA including, but not limited to the following:

a) Return transportation must be pre-paid.

b) Material not in first-class, saleable condition will be subject to the cost of reconditioning.

c) Merchandise credit will be allowed on the basis of the price charged for the merchandise, less handling and re-stocking charge defined in RGA less any outbound freight allowed or paid by Flex-Strut Inc.

d) Returns will only be considered for standard catalog items. Any special, non-catalogued items are not subject to return for credit under any circumstances.

5. PRICES

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

The price list supercedes and cancels all previous quotations on any part listed in this catalog. Orders are accepted with the understanding that material will be billed at the price in affect at the time of shipment, unless otherwise specified in quotation or order.

6. MINIMUM ORDER

$30.00 NET

7. TERMS

1% 10 DAYS DATE OF INVOICE

NET 30 DAYS DATE OF INVOICE

8. TERMS OF PAYMENT

Failure by customer to meet punctual payment shall subject any further deliveries to be suspended or cancelled at the manufacturer's option; without prejudice to the manufacturer's rights to claim for material supplied or work done at the time of cancellation, and for any loss or injury occasioned thereby.

9. TAXES

Prices are exclusive of all Federal, State and Local Taxes.

10. FINANCE CHARGES

Any amount not timely paid by the customer shall bear interest at the maximum rate permitted by law, not to exceed 1-1/2% per month.

11. FREIGHT

All prices are F.O.B. point of shipment, unless otherwise stated.

12. CATALOG WEIGHTS, DIMENSIONS & DESIGN LOADS

Catalog weights and dimensions are careful estimates but not guaranteed. Design loads are based on testing or by calculations based on static load conditions.

13. DAMAGE OR LOSS IN TRANSIT

Delivery of goods to a carrier at our plant or other shipping point shall constitute delivery to purchaser; and regardless of freight payment all risk of loss or damage in transit shall pass to the purchaser at that time. Purchaser shall make claims for loss or damage to goods while in transit against the carrier; Flex-Strut will assist in securing satisfactory adjustment of such claims.

14. CLAIMS

Claims for defective material, shortages, delays, failures in shipment or delivery for any other cause shall be deemed waived and released by purchaser unless made in writing within 30 days after arrival of material. Under no circumstances shall purchaser install damaged or defective material if claims are to be made.

15. LIABILITY FOR MISUSE

Flex-Strut shall not be liable for damages to property or persons due to improper installation of its material or through attempts to utilize the material under conditions which exceed the designed capabilities.

Purchaser agrees to indemnify and hold harmless from any and all claims, liabilities, damages, costs and expenses asserted against Flex-Strut or incurred by Flex-Strut because of injuries to persons or damages to property resulting from the improper installation or misuse of the material.

16. MATERIAL SUPPLIER ONLY

Flex-Strut is a material supplier and fabricator and not a construction sub-contractor. We assume no responsibilty for any terms, conditions, or special provisions contained in any contract between purchaser and any other party, including, but not limited to, provisions regarding warranties, time and method of payment and retainage, cancellation and penalties for delay in completion.

17. PURCHASER'S SPECIFICATIONS

Purchaser agrees to protect, defend, indemnify, and hold Flex-Strut harmless from and against all claims, liabilities, demands, causes of action, losses, damages, costs and expenses, including by way of description but not by way of limitation, attorney's fees, expenses which may be asserted against us or may be incurred by us arising out of manufacture and/or sale of any material furnished to or for purchaser in compliance with purchaser's designs, plans or specifications, including any claim, demand, or liability on account of actual or alleged infringement of any United States or foreign patent or trademark.

18. WARRANTIES

We guarantee to replace, or at our option to repair, any material which we find in our sole discretion to be defective in material or workmanship provided that a claim, and proof thereof, is made in writing to us within thirty (30) days after purchaser's receipt of material. Our obligation with respect to material found by us to be defective shall be limited to replacement or repair. No other warranty or guarantee of any kind is made, expressed or implied, statutory, by operation of law, or otherwise including warranties for merchantability and fitness for a particular purpose.