

TERMS & CONDITIONS

ACCEPTANCE

Unless otherwise stated herein, quotations must be accepted by a purchase order or purchase order acknowledgement in writing within two (2) weeks from the date of the quotation or before shipment of product; whichever is first. All quantities are estimates only; availability is based upon inventory levels as of the date of the quote. The customer is responsible for actual item quantities required for completion of scope of work. Prices quoted are based upon quantity as indicated. All shipments are subject to prior approval of Purchaser's credit.

TERMS OF PAYMENT

Terms are net thirty (30) days from invoice date, unless otherwise agreed to in writing. All amounts past due bear interest during the time they remain unpaid at a rate of 1.5% per month (18% per annum). If the Purchaser shall fail to make payments in accordance to the terms agreed upon, the Seller may defer further shipment until such payments are made or terminate the contract. The Seller may otherwise defer shipment, require payment for any shipment hereunder in advance or terminate the contract if the Purchaser's financial responsibility becomes unsatisfactory to the Seller. Minimum order is \$100.

PRICE AND AVAILABILITY

All prices, terms and conditions of sale are subject to change without prior notice. The prices listed in our printed material or on the Wil-loc website are references only and not to be considered as an offer to sell. Buyer agrees to all terms and conditions of Seller upon the placement of any and all purchase orders. Verify actual availability with a Wil-loc sales representative on the date the order is placed.

SALES TAX

Unless specifically stated otherwise, quoted prices do not include sales tax. We are required by law to collect all applicable state and local taxes on orders shipped within Minnesota, and on product customer picks up at the Seller's location. If Purchaser is tax exempt, Purchaser must submit certificate of exemptions for Seller's files.

LIABILITY & WARRANTY

Having no control over use of the products of this quote, we assume no liability connected with their use. Under no circumstances is the Seller liable for any loss, damage, or expenses of any kind arising out of the use or inability to use our products. All products are covered by normal manufacturer's warranties. No representative of Wil-loc, Inc. has the authority to waive, alter, or add provisions to this warranty. This warranty is EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, any implied warranty or merchantability or fitness for a particular purpose. The Buyer's sole and exclusive remedy against Wil-loc, Inc. shall be for the repair or replacement, at the option of Wil-loc, Inc., of defective products as provided herein. No other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to Buyer. The Seller shall not be responsible for any direct or indirect damages whatsoever caused by the delays beyond control of the Seller, and without limiting the generality of the foregoing it shall not be responsible for any damages due to delays caused by fires, strikes, lockouts, labor difficulties, material procedure delays, or any other cause beyond its control.

PRICE/FREIGHT RATES

Freight is FOB Shipping Point unless stated otherwise. All freight quotes are estimates and are subject to actual costs incurred. If the Purchaser requests product to be shipped to a location other than the quoted shipping point, Purchaser is responsible for additional freight costs. Oversized or heavy items are shipped via motor freight. If overnight, next day, or other expedited delivery is needed, Seller will ship merchandise by any available express service of Purchaser's choosing at Purchaser's expense.

SHIPPING ERRORS

Any error in weight, number or other specifications must be noted on the bill of lading, and any claim arising therefore must be made in writing within ten (10) days after the receipt by the Purchaser of the equipment, materials or goods sold.

CANCELLATION

Purchase orders are not subject to cancellation as a whole or part, and are not subject to change without approval of the Seller. Cancellations of any specialty fabricated items on which work has begun will be accepted only upon payment of reasonable charges, taking into account expenses already incurred, and commitments already made by Seller. See RETURNED MATERIALS below.

DAMAGE IN SHIPMENT

Despite our best efforts, items may occasionally be damaged in transit. Freight carriers are liable for damages only when damage is indicated on the bill of lading before you sign for the shipment. Therefore, we recommend that you inspect the outside and contents of all cartons received. If any damage is found, write details on the bill of lading and save the shipment, including the outside container and inside packing material. Ask the delivery carrier to make an inspection and document damage immediately. Per ICC regulations, it is the responsibility of the consignee to file a damage claim with the carrier promptly after inspection.

RETURNED MATERIALS

The amount of credit, if any, allowed to the Purchaser for the materials returned, shall be the sole discretion of the Seller. Most items may be returned within 30 days of receipt. Specialty fabricated items are non-refundable or returnable. Please call, fax, or write our Customer Service Department for a Return Authorization Number and shipping instructions prior to return. Our standard restocking charge is 15%. Shipping charges should be prepaid unless otherwise arranged in advance. All merchandise must be carefully packed and will be subject to a charge if not in saleable condition.
