

## TERMS & CONDITIONS

- 1) **BUYER'S ORDER:** All epoxy resin shall be fabricated from customer's drawings and written specifications. Any modifications should be in writing. As merchandise is being fabricated to your specifications, there are no cancellation rights whatsoever.
- 2) **SHIPPING POINT:** Unless otherwise specified, all prices are F.O.B. factory. Shipment from point of factory deems material the buyer's property.
- 3) **TERMS & PAYMENT:** All invoices are "Net 30 Days". A 1-1/2% per month service charge will apply to payments not received in stated terms.
- 4) **SHIPMENT:** Delivery to the carrier at the point of our factory constitutes delivery to the buyer, and any loss or damage in transit shall be the responsibility of the buyer.
- 5) **CLAIMS & DAMAGE:** Any claim or damage shall be the responsibility of the buyer and remakes shall be honored via a new purchase order.
- 6) **CONTINGENCIES:** No backcharges from field modifications are accepted without written approval from Prime. Any defect in workmanship deemed the responsibility of Prime, shall be corrected or repaired at Prime's option in the shortest time possible. We do not assume any responsibility for the removal of items that have been cemented into place, or the mechanical disconnections or reconnections.
- 7) **GOVERNING LAW:** All sales shall be governed by and construed for all purposes including, but not limited to seller's obligations or liabilities respecting its products, according to the laws of the state or province from which the seller ships the product to the buyer.
- 8) **EXTRA COSTS:** Any necessary collection fees, litigation costs or service charges will be the responsibility of the buyer. Any litigation proceedings will be in the state of Illinois.
- 9) **RETURNED GOODS:** No material may be returned without prior approval from Prime. All returns are subject to a restocking charge.

