



Terms & Conditions

Rev: 01.02.2024

All prices are subject to change without notice. Goods and services covered by this invoice are sold in accordance with Seller's standard. Seller does not admit responsibility or liability for results obtained by Buyer by the improper use of goods and services sold. Seller makes no warranty of merchantability or representation of any kind, expressed or implied, regarding the products described including any warranty of fitness for a particular purpose unless specified separately in writing. By acceptance of this product, Buyer agrees to hold harmless Seller of any injury and/or liability, which may result from the use of this product by Buyer or Third Parties. Seller disclaims any liability based on any claim of patent infringement. Finance charges apply to amounts not paid within terms of sale at the rate of 1.5% per month. Attorney and legal fees accrued pursuant to collection of outstanding debt will be the burden of Buyer.

This agreement will be governed by and construed in accordance with the laws of the State of California, excluding its Conflict of Laws Principles. The parties disclaim application of the United Nations Convention on Contracts for the International Sale of Goods. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Orange County, State of California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. Any claim by Buyer of any kind, nature or description is barred and waived unless Buyer institutes proceedings within one (1) year after the claimed breach occurs. The failure to institute proceedings within this period shall constitute an absolute bar to the institution of any other proceedings by Buyer and a waiver of all claims on Buyer's part.

Buyer should make its own tests to determine the fitness of any particular product for any particular purpose. All risks resulting from the use of said products, whether in Buyer's manufacturing process, or in combination with other substances, or otherwise, are to be borne by the Buyer at its sole risk and expense. No agent, representative, salesman or employee of the Seller is authorized to alter or vary the terms hereof or make representations, agreements or warranties at variance with the terms and conditions hereof. Seller will not under any circumstance, whether as a result or breach of contract, breach of warranty, tort or otherwise be liable for consequential, incidental, special or other exemplary damages including but not limited to, loss of profits or revenues, loss of use, or damage to any substance combined therewith, cost of capital, cost of substitute products, facilities or services, or claims of Buyer's customers.

CASUALTY AND AVAILABILITY OF RAW MATERIALS: Seller shall not be liable for any delay in delivery of any part of the merchandise due to accidents, strikes, fires, floods, war, government regulations, delay or inability to obtain material, or services through Seller's usual and regular sources, casualty, accident act of God, or any other conditions or causes of like or unlike nature beyond the control of Seller. In any such event Seller may, in its discretion, without notice to Buyer, at any time and from time to time, postpone the delivery dates under this contract for a time which is reasonable under all the circumstances or make partial delivery or cancel all or any portion of this and any other contracts with Buyer. The acceptance of shipment, the allocation of merchandise to the Buyer, or the mailing of an invoice by Seller to Buyer shall constitute a delivery. Thereupon, title shall pass to the Buyer, subject to the Seller's right of stoppage in transit. On merchandise for which payment is to be made on or before delivery, title passes only upon receipt of full payment.

RETURN POLICY: Full accounting of materials must be provided in advance of RA (Return Authorization). The RA will not be issued for any shipment over 60 days per shipment delivery. Seller will not pay return freight, freight to a secondary warehouse or accept freight collect shipments. A 30% restock fee plus return freight cost must be received as a deposit prior to issuance of an RA number. Materials returned without an RA number will be refused. Upon issuance of the RA, the client has 30 days to return before cancellation. Upon cancellation the Seller will not accept return or issue credit. Credits will not be issued or estimated in advance of return delivery. Credit will not be issued for materials received with open containers. Credit will not be issued until QC check of returned materials. Credits will be issued minus 30% restock fee for materials deemed merchantable. Credit memos will expire 12 months from date of issuance.