



STANDARD TERMS AND CONDITIONS OF SALE

S. R. Sloan, Inc. the entity furnishing the goods is referred to as "Seller" and your company is referred to as "Buyer."

1. **SALE.** Buyer and Seller agree that from time to time, Seller may sell goods to Buyer, and Buyer shall purchase said goods according to the terms of Seller's invoice and the terms set forth herein.
2. **DELIVERY.** All sales shall be F.O.B. carrier. Risk of loss and title to merchandise shall pass upon delivery of the goods to the carrier. All costs of transportation shall be borne by Buyer, whether or not prepaid by Seller, unless otherwise specified. Buyer must file all claims for loss or damage in transit against the carrier. Buyer acknowledges and states that all warehouse employees shall be empowered and authorized to accept and sign any bill of lading acknowledging receipt of the product.
3. **TERMS OF PAYMENT.** Terms of payment are noted on Seller's invoice. Interest will be charged at 18% per annum or the maximum legal rate on all past due accounts. Seller reserves the right, in its sole discretion, to cancel this order, delay shipment, or demand immediate full or partial payment in advance of delivery if Buyer's credit standing, or ability or willingness to pay, is called into question by an event or circumstance, including, but not limited to Buyer's default of any obligation owed to Seller.
4. **CLAIMS.**
 - A. A claim must be specified in writing to Seller within three business days of delivery. The claim shall include the following: (1) date of delivery; (2) carrier's name and driver's name; (3) description of the goods; (4) tally of goods; and (5) specific objection of Buyer to the goods, as received. Failure of Buyer to make a claim within three business days of delivery constitutes irrevocable acceptance of the goods and a waiver of Buyer's right to revoke acceptance.
 - B. In the event a claim is timely and properly made, the shipment shall be held intact by Buyer. Seller shall have 30 days in which to inspect the goods on which a claim is filed, and to decide whether or not to accept Buyer's claim. If Seller does not accept Buyer's claim within 30 days, it shall be deemed rejected. In all cases, Buyer's exclusive remedy shall be limited to the return of the goods to Seller, freight prepaid, and obtain repayment of the price. At Seller's option, Seller may repair the nonconforming goods or deliver replacement goods to Buyer at no charge.
 - C. Buyer shall not set-off or otherwise deduct any damages, whether actual or alleged, from payments due Seller, unless such set-off is authorized in writing by Seller. Any unauthorized set-off by Buyer shall result in the immediate suspension of Buyer's credit.
 - D. All charge backs are to be finalized within 90 days of item being delivered.
5. **LIEN RIGHTS.** Seller shall retain its lien rights for all goods supplied to Buyer until such time as full payment for said products has been received, the check has been properly endorsed, and funds have been paid by the bank upon which the check is drawn.
6. **CANCELLATION.** Seller reserves the right to cancel or extend the time for delivery because of delays caused by accidents, strikes, sabotage, labor shortages or disturbances, impediments in transportation, car or vessel shortages, fire, flood, war and government commandeering, inability to obtain raw materials, or any other events and causes beyond Seller's control. All shipments are subject to final approval by Seller's credit department.
7. **DELIVERY.** Any changes to the delivery day must be communicated 24 hours in advance, with emergency exceptions. May be subject to redelivery fee of \$350 plus mileage.
8. **SPECIFICATIONS OF GOODS.** Specifications will be as agreed upon between Seller and Buyer. Buyer understands and acknowledges that trusses, wall panels and other similar engineered goods are constructed to Buyer's specifications and that upon construction, Seller will have expended time, labor and materials for which it is entitled to compensation. Buyer further understands and acknowledges that upon construction, said goods are unique to Buyer and cannot be sold to third parties in mitigation of the compensation, and other damages, due Seller in the event Buyer fails to make timely payment to Seller. Additional goods that are required due to the location of a furnace plenum, vents, water heater or hoods, are subject to an additional charge. Seller does not accept returns of excess or unused custom order/designed or stock items. Some items may be returned at the seller's sole discretion and will be subject to a restocking fee. As long as the items are still in good sellable condition.
9. **WARRANTY.** **If Seller is not the original manufacturer of the goods, any warranty is limited to the terms of the original manufacturer's warranty and all claims shall be directed solely to the original manufacturer. Buyer's exclusive remedy for goods manufactured by Seller is limited solely at Seller's option to Seller's repair or replacement of the goods or to compensation for the value of the goods. THERE ARE NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE GOODS. SELLER SHALL NOT BE LIABLE FOR THE DAMAGE OR LOSS OF PROFITS RESULTING FROM THE USE OR SALE OF THE GOODS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, OR FOR COMMERCIAL LOSSES, OR FOR ANY OTHER LOSS OR DAMAGE EXCEPT AS EXPRESSLY SET FORTH ABOVE. NO ACTION FOR ANY BREACH OF WARRANTY SHALL BE BROUGHT MORE THAN ONE YEAR AFTER THE DATE OF SHIPMENT.**
10. **LEGAL FEES AND COLLECTION COSTS.** Where legal, all costs of enforcement of these Terms and Conditions of Sale and collection of any balance due, including, but not limited to, reasonable attorney's fees incurred by Seller, shall be paid by Buyer.
11. **BINDING EFFECT.** In the absence of a written agreement executed by both Buyer and Seller, these Terms and Conditions of Sale shall apply to each and every purchase made by Buyer from Seller and, in conjunction with Seller's invoice, shall supersede all prior negotiations, discussions, drafts, and oral or written representations that are not expressly set forth herein or in Seller's invoice.
12. **APPLICABLE LAW.** The laws of the State of New York shall apply in the construction of these Terms and Conditions of Sale or any dispute arising hereunder without giving effect to such jurisdiction's conflict of laws principles. Buyer submits to the jurisdiction in the Courts of Oneida County, New York.
13. **SEVERABILITY.** In the event any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the remaining provisions contained herein shall not be affected or impaired in any manner.