



## VIRTUAL POLYMER COMPOUNDS, LLC

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### **TERMS & CONDITIONS**

The following standard terms and conditions shall govern the transaction described in documents appurtenant hereto and shall constitute the entire agreement between Virtual Polymer Compounds LLC and the Purchaser.

1. All sales will originate in the State of New York, County of Orleans. Any disputes and claims of any nature related to/or generated from this proposal will be governed by the laws of the State of New York and resolved solely in the jurisdictions of the County of Orleans or County of Erie, State of New York.
2. All costs and expenses incurred by the Company and/or its principals of any kind and/or nature in the enforcement of these terms and conditions (including but not limited to attorneys' fees and costs), plus interest at the applicable rate (2% per month), will be paid by the Purchaser.
3. Unless otherwise agreed in writing by the Company, terms of payment for all domestic purchases of goods and services shall be as follows:
  - Purchases of \$1,500 or less shall be paid in full, without retainage, at the time of the order.
  - Purchases exceeding \$1,500 shall be paid in two installments, without retainage: 50% at the time of the order and the remaining 50% net 30 days from the date of invoice as prepared by the Company.All international purchases of goods and services require prepayment by credit card or bank wire transfer, subject to the terms herein.
4. Credit card payments or wire transfers between banks will be collected at the time of purchase of product or rendering of the service described in the submittal. Should payment be refused by the credit card issuer, full payment will be immediately due and payable in cash or by certified check.
5. Returned checks will be subject to a \$100.00 handling fee. In the event of a returned check, payment shall be by money order, certified check or cash.
6. Late payments, in whole or in part, will be considered breach of the agreement. All late payments will be subject to interest from the invoice date of 2% per month (24% annually) on the principal balance due.
7. Performance is not contingent on the happening of any event or action by any third party. Payment for products or services provided is not subject to payment by and/or approval of any third party.
8. All sales are F.O.B. Medina, NY with no allowance for freight, taxes, customs or import duty charges unless otherwise stated in writing. Any such allowances provided by the Company in writing are estimates and subject to change at the time of delivery.

9. All price quotes for goods and services include a single set of drawings and one revision thereof. Subsequent drawings and revisions are available for a fee subject to these terms and conditions. Any stamp required from a licensed P.E. is not included in this price unless otherwise stated in writing. Any price quote, or purchase order older than 60 days, may be subject to change. Company reserves the right to a final review and modification of any price quote prior to acceptance of the purchase order and upon each submittal revision requested by Purchaser.
10. Cancellation Policy – Company reserves the right to cancel any purchase order within 30 days of receipt thereof or within 30 days of submittal approval, whichever occurs later, due to design change, additional or revised information that was unavailable or not provided to Company at the time of quotation or credit approval or any other reason that would have a detrimental impact on the Company, in Company's sole discretion.
11. Officers of the Company are the only parties with authority to modify this agreement. All modifications must be in writing to be enforceable and must bear the signature of an Officer of the Company. Any purchase order or approved submittal sent to the Company shall be deemed as Purchaser's acceptance in full of these standard terms and conditions.
12. All materials, equipment and services provided by the Company are warranted to be as submitted and approved without material deviation. In all cases, the method of correction of warranty claims is at the sole discretion of the Company, and damages are limited to the purchase price, not including any charges for original shipping/handling. For full disclosure of warranty terms, see attached Warranty Policy. There are no warranties which extend beyond the face of the written Warranty Policy.
13. From time to time, the Company may offer advice to the Purchaser or their agents. At no time shall such advice be considered engineering services, nor shall the Company or its agents be liable in any way for this advice.
14. The product and/or service provided are for the express purpose provided. Any use other than the express purpose voids all warranties. Any modification to the equipment without the express approval of the Company will void the warranty. For full disclosure of warranty terms, see attached Warranty Policy.

## WARRANTY POLICY

The Company warrants its products to the original Purchaser against any defects that are due to faulty material or workmanship for a period of TWO years from the date of shipment, unless otherwise noted in the product manual. There are no warranties which extend beyond the description on the face of this Warranty Policy.

In the event that a defect is discovered during the warranty period, the company agrees that at its option, it will repair or replace the defective product or refund the purchase price, excluding original shipping and handling charges. Any product repaired or replaced under this warranty policy will be warranted only for the remainder of the original product warranty period and shall not be extended by such repair, replacement or refund. The remedy selected for any given warranty claim shall be in the sole discretion of the Company.

Contact the company or our local Sales Agent to initiate warranty support. Products may not be returned without authorization.

## LIMITATIONS OF WARRANTY

This warranty does not cover:

- Products delivered or shipped outside the continental United States.
- Damage caused by acts of God, natural disaster, labor unrest, acts of war (declared or undeclared), terrorism, civil strife or acts of any governmental actor.
- Damage caused by misuse, neglect, accident or improper application or installation.
- Damage due to incorrect or incomplete information provided by the Purchaser (i.e. specifications, environmental conditions, etc.)
- Damage caused by any repair or attempted repair not authorized by the Company.
- Any product not used in accordance with the instructions furnished by the Company.
- Freight charges to return merchandise to the Company.
- Freight charges for expedited or express shipment of warranted parts or products.
- Travel costs associated with on-site warranty repair.
- Consumable products such as chemical reagents or consumable components of a product.

**This warranty constitutes the sole express warranty made by the Company in connection with its products and services. All implied warranties, including without limitation, the warranties of merchantability and fitness for a particular purpose, are expressly disclaimed.**

Some states within the United States do not allow the disclaimer of implied warranties. If this is true in your state, the above limitation may not apply to you. This warranty gives you specific rights, and you may also have other rights that vary from state to state.

This warranty constitutes the final, complete and exclusive statement of warranty terms, and no person is authorized to make any other warranties or representations on behalf of the Company.

### **LIMITATIONS OF REMEDIES**

The remedies of repair, replacement or refund of the purchase price as stated above are the exclusive remedies for the breach of this warranty. In no event shall the Company be liable for any incidental, consequential or punitive damages of any kind for breach of warranty, negligence or any other claim made against the Company.