

## Sierra Sales, Inc. - Standard Terms & Conditions of Sale



**Quotations:** All verbal and written quotations issued by Sierra Sales are subject to acceptance by the manufacturer of the products stated in the quotation. Verbal quotations are valid for 24 hours and always subject to written confirmation prior to acceptance of a purchase order. Written quotations are firm for a period of 30 days unless otherwise stated or agreed upon in writing. The terms and conditions of each manufacturer shall apply to all quotations issued by Sierra Sales. The purchaser's terms and conditions including all special requirements with engineering specifications for compliance must be submitted in writing for acceptance by Sierra Sales and the manufacturer prior to quotation. The net price for each item is based upon the quantity stated. A change in quantity may require a change in price. Clerical errors are subject to correction. Deliveries stated in quotations are based upon availability at time of quote. Sierra Sales does not accept penalties and does not pay shipping cost for late deliveries. Catalog data including drawings and dimensions submitted at time of quotation are subject to change. Purchaser is responsible for requesting certified drawings, operational data, weights, dimensions, and all other compliances prior to order.

**Purchase Orders:** Order acceptance is base upon Sierra Sales's standard terms of sale and may include conditions of the purchaser as agreed upon in writing by Sierra Sales and product manufacturers. The purchase amount may be increased by the amount of tax to be collected by the seller and prepaid amount for shipping and handling. Non standard, special, or fabricated orders cannot be canceled or returned. Sierra Sales will not be responsible for a product manufacturer's failure to comply with the order including all purchase conditions and under no circumstances be responsible for incidental or consequential damages.

**Risk of Loss:** Risk of loss or damage to the goods passes to the buyer upon delivery of the goods by the seller to the carrier, regardless of the FOB point.

**Delivery:** Any delivery date(s) or schedule presented to the buyer shall be interpreted as estimates and no guarantee or conditions of delivery will be accepted by the seller as a condition of purchase or acceptance of shipment by the buyer.

**Retention and Set Off:** No retentions or set offs are accepted by the seller unless agreed to in writing at time of quotation.

**Confidential Information:** All drawings, designs, specifications and technical information prepared or submitted by Sierra Sales, including Sierra Sales vendors, or subcontractors are confidential information and the sole property of Sierra Sales and shall not be used or distributed, directly or indirectly in whole or in part to any person or persons not authorized by Sierra Sales in writing to inspect, possess or use same.

**Limitation of Liability:** In no event shall the total liability of the seller arising out of performance or any breach of contract, including negligence, exceed the purchase price of the unit of equipment or service upon which such liability is placed. The seller shall in no event be responsible for incidental or consequential damages.

**Warranty:** The equipment manufacturer's warranty shall apply to all products not manufactured or modified by Sierra Sales and shall be made available to the buyer on request at time of quotation or purchase. Sierra Sales warrants that goods manufactured by it or modifications or services provided, including installations, shall be free of defects in material and workmanship for a period of one year from date of delivery or installation not to exceed 12 months from delivery of equipment or performance of service. This warranty excludes wearable components, seals, modification or adjustment by others, or operation outside the design capabilities of the equipment or Sierra Sales operating recommendations. Repairs or alterations not authorized by the seller shall void this warranty.

**THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. SELLER DISCLAIMS THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PURPOSE OF DESIGN.**

**Taxes:** Prices stated do not include any federal, state, or local sales, property tax, or license fees. Re-sale certificates, direct tax payment certificates and other authorized exemptions shall be provided to the seller at time of purchase order. Buyer shall be responsible for payment of all taxes, penalties, fine and expenses including legal fees for collection of same. Seller shall be compliant to federal and Pennsylvania state and local law for collection and payment of tax collected from the buyer.

**Terms:** Terms are net 30 days subject to credit approval. Unpaid balance beyond 30 days shall bear an interest rate of 2 percent per month. After 180 days buyer shall also be liable for all expense for collection of the unpaid balance to include attorney fees and court cost.

**Returns, Cancellations, and Claims:** Orders cannot be canceled without written authorization from Sierra Sales, or manufacturer. No material may be returned without written authorization from Sierra Sales or the manufacturer who, upon approval for the reason for return, will issue an RGA (Return Goods Authorization) number and document that must accompany a return shipment. Any product that has been used in process must be clean and free of residue. A copy of the cleaning procedure along with a materials safety data sheet (MSD) must be attached to the shipment. All requests for cancellation and warranty claims must be made in writing.

Sierra Sales quotations and order processing, as a manufacturer's representative or distributor, is strictly on behalf of principal manufacturers. All representative type quotations and order write ups are subject to approval by the product manufacturer under their terms and conditions. Acceptance and pricing is subject to final adjustment pending the manufacturer's review of specifications, terms of the buyer, and all other factors and conditions of an order. A firm quotation or order acknowledgement on the manufacturer's letter head shall be made available upon request of the buyer.

**Governing Law:** These terms shall be interpreted and enforced in accordance with the laws of the state of Pennsylvania.

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