

# TERMS AND CONDITIONS OF SALE

Allred & Associates, Inc., 321 Route 5 West, P.O. Box 321, Elbridge, NY 13060 USA.

## Pricing and Charges

All Seller prices and discounts are subject to change without notice and do not include any state or local taxes. Buyer shall pay Seller, in addition to the price of goods, all applicable taxes and excises to the extent required or not forbidden by law, unless Buyer furnishes Seller with valid tax exemption certificates acceptable to the appropriate taxing authorities.

The price list in effect on the date customer order is received will determine billing price unless other conditions have authorized.

Prices are quoted and payable in US Dollars. All orders are subject to applicable shipping, freight, taxes and handling charges.

**INTERNATIONAL ORDERS** – Delivery, customs and import/export tariffs, duties, taxes and similar charges, and for compliance with all import procedures, documentation and legal requirements are the sole responsibility of the customer.

**Unless otherwise agreed to in advance, payment is prepaid via credit card, check, or wire transfer. Payment terms may be established at the discretion of the Finance Manager, are subject to credit verification, and are assessed by customer purchase history and value of purchases. The maximum payment terms available are Net 30 and Allred & Associates reserves the right to revise credit terms based on credit history.**

**All orders are subject to credit approval. Allred & Associates reserves the right to assess a service charge at the rate of 1.5% per month on unpaid balance until paid. Buyer shall be liable for all expenses, including attorney's fees, relating to the collection of past due amounts. Allred & Associates reserves the right to withhold shipment of materials pending resolution of past due account balances.**

## Shipments and Delivery

Unless otherwise provided, goods are sold F.O.B. Sellers shipping point. Method and route of shipment will be at Buyer's discretion. The goods may be shipped in a single shipment or in several shipments at Seller's discretion. Seller shall in good faith endeavor to meet estimated delivery dates but shall not be liable to Buyer for any expense, loss, or damages resulting from any delay caused or contributed to by circumstances beyond Seller's control. **Buyer is responsible for any shipping fees that may be incurred to deliver this order. Shipping fees are a direct result of weight and dimensions (LxWxH). Any products over 47" may not be guaranteed expedited shipping. Oversized orders may require freight shipment, and the Buyer will be responsible for any incurred fees.** Use of the Buyer's shipping account will be acceptable if provided before product has left the facility.

## Returns/Cancellations of Orders

Standard products and sizes in their original, saleable condition may be returned with prepaid freight, provided written authorization is obtained from ALLRed within 30 days of the shipping date. Please note that custom orders are non-returnable. Additionally, returns of standard products or sizes on orders exceeding \$5,000 may not be authorized, as these items may have been specifically built for the buyer.

To initiate a return, buyers must contact the Seller to request a "Return Materials Authorization" (RMA). When making this request, please provide the reason for the return, the order number, invoice number, and shipping date. The RMA number must be clearly marked on all returned items and is valid for 30 days from the date of issuance.

Refunds for standard product returns will be issued minus the original shipping and handling fees and a restocking fee of up to 15%. Returned items that are damaged or not in their original, sealed condition will not be eligible for a refund. Such items will either be returned to the buyer at their expense or forfeited.

Order cancellations may be accepted without incurring cancellation fees, provided the request is received before the order has been shipped, assembly has begun, or custom materials have been shipped or received. Cancellations of custom products will be evaluated based on the product's manufacturing status. ALLRed reserves the right to apply cancellation charges for custom products that are partially or fully manufactured.

## Claims

Check your order immediately upon arrival. All claims, whether referring to errors in prices, or in filling orders or for defective goods, must be called into ALLRed at 315-252-2559 or emailed to [RMA@allredcorp.com](mailto:RMA@allredcorp.com) within 7 calendar days. All damaged containers and merchandise must be kept for inspection.

## Quotations

Written quotations are valid for acceptance within forty-five (45) days unless otherwise indicated or extended by ALLRed. In addition, Seller reserves the right to withdraw any quotation prior to its expiration. Quotations are based on the quantity indicated and on one shipment to one location, unless otherwise indicated.

## Orders

Any purchase order issued in response to an offer to sell is considered to be Buyer's acceptance of these Terms and Conditions of Sale. Seller hereby objects to any additional, different or conflicting terms or conditions set forth in Buyer's purchase order. No terms or conditions, or applicable Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses, of Buyer's purchase order shall be effective unless expressly accepted by Seller in writing.

## Limited Warranty/Responsibility

Seller warrants to Buyer each new product manufactured or supplied by Seller to Buyer to be free from defects in material and workmanship at the time of shipment and subject to all other provisions and limitations herein after set forth.

*Seller cannot anticipate all conditions under which seller's products may be used. Seller accepts no responsibility for results obtained by the application of Seller's products or the safety and suitability of Seller's products. Users are advised to make their own test to determine the safety and suitability of each such product for their own purposes. Unless otherwise agreed in writing, Seller delivers the products without warranty of any nature, stated or implied, and buyers and users assume all responsibility and liability for the loss or damage arising from the handling and use of said products. Buyer waives any claim against Seller for indirect, consequential or exemplary damages against Seller, including without limitation, damage which may incur as a result of Buyer's use or misuse of the product or the products failure to conform to any particular specifications.*

*In the case of a custom product, buyer assumes responsibility for the design and Seller's sole responsibility is to manufacture the product according to the design and specifications approved by the Buyer.*

While defective products will be replaced without charge if promptly returned, no liability is assumed beyond such replacement. Seller's obligations under this limited warranty are limited to repairing or replacing any defective product sold by Seller. Seller shall have no obligation under this limited warranty unless such product is promptly returned to Seller, transportation charges prepaid by Buyer, providing that Buyer has a preauthorized return number (RMA) from Seller prior to return, and examination of such product shall disclose to Seller's reasonable satisfaction that such product is defective, in which event Seller shall repair or replace the defective product within a reasonable time after such return of the product to Seller. The Buyer shall bear the cost of reshipment of the product to Buyer if Seller determines the product is beyond the warranty period or otherwise not entitled to the benefits of this limited warranty. Buyer must contact seller within 14 business days of receipt of product to report any shipping inaccuracies or product damage. After this time Buyer accepts package and contents, and acknowledges the shipped product is correct and in good working order. The provisions of this limited warranty shall not apply to any product sold by Seller which has been subject to misuse, negligence, alteration, conversion, accident or improper installation, application or storage.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS SOLD BY SELLER AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES OR INDEMNIFICATION, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## Confidential/Design Information

Buyer shall assume all patent liability for products manufactured to Buyer's design or specifications or especially designed by Seller to meet Buyer's requirements. Charges for tools cover only a portion of their cost and do not transfer title to that buyer.

## Controlling Law and Venue

The provisions of the Uniform Commercial Code, as adopted in the State of New York, shall apply (except as expressly modified hereby) with no application of the United Nations Convention on Contracts for the International Sale of Goods. All transactions shall be governed by the laws of the State of New York; excluding conflict of law rules, and venue shall be in Onondaga County, State of New York