

## **TERMS AND CONDITIONS OF SALE**

SIDER-OXYDRO, INC.  
153 Regur Road  
Hawkinsville, GA 31036 - USA  
Tel: (478) 892-9800 / Fax: (478)-892-9820

### **LIMITED WARRANTY**

Most products sold are warranted by Sider-Oxydro, Inc. pursuant to a Limited Materials Warranty executed by Sider-Oxydro, Inc. as a separate document. No warranty or affirmation of fact, express or implied, other than as set forth in the LIMITED MATERIALS WARRANTY document is made or authorized by Sider-Oxydro, Inc.

### **LIMITATION OF LIABILITY**

***ANY LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES IS EXPRESSLY DISCLAIMED. SIDER-OXYDRO'S LIABILITY IN ALL EVENTS IS LIMITED TO, AND SHALL NOT EXCEED, REPLACEMENT OF THE PRODUCT OR THE PURCHASE PRICE PAID FOR SUCH PRODUCT.***

### **PRODUCT SUITABILITY**

Many states and localities have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring areas. While Sider-Oxydro, Inc. attempts to assure that its products comply with such codes, it cannot guarantee compliance, and cannot be responsible for how the product is mixed, installed or applied. Before purchase and use of a product, please review the product application, and national and local codes and regulations, and be sure that the product, installation, and use will comply with them.

Users and/or Purchasers agree that Sider-Oxydro, Inc. cannot accept any liability for omissions, errors, end-result of projects, or any cause or effects resulting from our recommendations. Users and/or Purchasers should contact their architect and/or engineer regarding the appropriate product to be specified and used for their project and acquire the latest products specifications, to ensure that any information used to make decisions about the product(s) is as up-to-date and complete as possible.

### **FORCE MAJEURE**

Sider-Oxydro, Inc. shall not be liable for any delay in or impairment of performance resulting in whole or in part from Acts of God, severe weather conditions, labor disruptions, governmental decrees or controls, insurrections, war risks, shortages, inability to procure or ship product or obtain permits and licenses, supplies or raw materials, or any other circumstances or causes beyond the control of Sider-Oxydro, Inc. in the conduct of its business.

### **CANCELLATION**

Any cancellation must be approved by Sider-Oxydro, Inc., and may be subject to restocking and other charges. Outbound freight & handling charges on a cancelled order are the responsibility of the Purchaser and will not be reimbursed; as well, the Purchaser will be responsible for the return freight & handling charges. Refused Shipments are subject to a restocking fee; as well, the Purchaser will be responsible for the return freight & handling charges. Any paid ordered items left with Sider-Oxydro for more than 30 days will incur a daily storing fee of 20% of the invoice amount until daily charges equal invoice amount; at that time, the order will be considered nullified. Any unpaid ordered items left at Sider-Oxydro for more than 30 days will be cancelled on the 31<sup>st</sup> day and may be subject to restocking and other charges. There will be no refunds and/or returns on any and all colored, custom-colored and/or custom products. Any product being returned must be in original sealed packaging, undamaged, and under original pallet wrapping.

### **SECURITY INTEREST**

On any sales on open account, Purchaser hereby grants to Sider-Oxydro, Inc. a priority lien, purchase money security interest and/or chattel mortgage in the products and any accounts receivable or cash from resale thereof until full payment is made to Sider-Oxydro, Inc. Purchaser agrees to inform Sider-Oxydro, Inc. immediately if it intends to use any import financing or has or will be granting a lien or security interest on its inventory to any third party.

### **ASSIGNMENT**

Purchaser shall not assign any order or any interest therein without the written consent of Sider-Oxydro, Inc. Any actual or attempted assignment without Sider-Oxydro's prior written consent shall entitle Sider-Oxydro, Inc. to cancel such order upon notice to Purchaser without liability to Sider-Oxydro, Inc.

### **MODIFICATION OF TERMS**

Sider-Oxydro's acceptance of any order is subject to Purchaser's assent to all of the terms and conditions set forth in these Terms and Conditions of Sale. Purchaser's assent to these terms and conditions shall be presumed from Purchaser's receipt of these terms and conditions and placement of an order with Sider-Oxydro, Inc. or from Purchaser's acceptance of all or any part of the goods ordered. All other contrary terms and conditions are expressly rejected, and no addition or modification of terms and conditions shall be binding upon Sider-Oxydro, Inc. unless agreed to by Sider-Oxydro, Inc. in writing.

### **COMPLETE AGREEMENT**

These Terms and Conditions of Sale, the forms, Purchase Authorization, Invoice, Quotation and catalog sales terms and conditions, are incorporated herein by reference and constitute the entire and exclusive agreement between Purchaser and Sider-Oxydro, Inc.

### **SEPARABILITY**

If any provision of these Terms of Purchase shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any other legal provisions hereof which together shall then be construed as if such illegal and unenforceable provision or provisions had not been inserted herein, unless such illegality or unenforceability shall destroy the underlying business purpose of these Terms of Purchase.

**PRICES HEREIN** are subject to change without notice. Market sensitive commodity items will be priced according to current market conditions. Additional fees may apply when ordering below certain minimal order requirements, or when requested certain custom orders, colors, etc...

### **SALES TAX**

Sider-Oxydro is required to charge state and local tax on items for which sales tax exemption certification has not been provided. When ordering please indicate clearly which items are tax exempt.

### **PAYMENT TERMS**

Payment terms and form of payment for all orders shall be as stipulated on sales and invoice documentation. Interest will be charged at the rate of 1.5% per month on all past due amounts. Purchaser agrees to pay for all legal, collection, interest and other charges and fees on all past due invoices and amounts. A returned check fee of \$ 25.00 or 5% of the amount (whichever is greater), plus any and all NSF fees we incur may be imposed any time your check or other instrument sent to us as payment is not honored for any reason upon first presentation.

### **OSHA HAZARDOUS SUBSTANCE & CALIFORNIA PROPOSITION 65 PRODUCT INFORMATION**

Material Safety Data Sheets (MSDS) for OSHA defined hazardous substances and a list of product known to the State of California to cause cancer or reproductive harm are available from Sider-Oxydro, Inc.

The information and recommendations contained on the MSDS supplied by the manufacturer are considered to be accurate and reliable. Sider-Oxydro, Inc., however, makes no warranty with respect to the accuracy or reliability of the information or the suitability of the recommendations. Sider-Oxydro, Inc. disclaims any and all liability to any user thereof.