

TERMS AND CONDITIONS OF SALE

"The Company" shall mean Sarstedt, Inc.

1. Except where otherwise agreed in writing, all orders are accepted subject to the following Terms and Conditions of Sale. These conditions shall take precedence over any other Terms and Conditions and the acceptance of an order does not constitute recognition of terms or conditions other than the Company's own; orders will not be accepted subject to conditions. Where any one or more condition(s) is waived this shall in no way affect or alter the validity of the other conditions contained herein.
 2. All quoted prices are for stock items including standard packing unless specified to the contrary and exclude sales tax. Subject to clause 3, the Company reserves the right to increase the price of goods to reflect any increase in the Company's costs which is due to any factor (such as, without limitation, any foreign exchange fluctuations, currency regulation, alteration of duties, significant increase in the costs of labor materials or other costs of manufacture) any change in delivery dates, quantities or specifications for the goods which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.
 3. The Company undertakes to supply goods at their written quotation price for a period of 30 days inclusive from the date of quotation unless specified and agreed otherwise.
 4. Any illustrations and specifications in the Company's literature are as accurate as possible at the time of printing but the Company reserves the right to make alterations in detail as and when designs and specifications are improved. The Company reserves the right to supply goods conforming to the latest designs and specifications and the Buyer shall have no claim in respect of any discrepancies between the goods supplied and those described in illustrations and specifications subject to the goods being of comparable quality.
 5. All molds, tools, equipment, and similar items shall remain entirely the Company's property even when part of the cost of such items is invoiced to and paid by the Buyer.
 6. The Company reserves the right to impose "a small value order charge" on small orders giving the Buyer the option to cancel the order or to increase the order so as to avoid small value order handling charge.
 7. Delivery terms are F.O.B. destination in the continental U.S. The Company shall ship goods by the most appropriate ground transportation. If Buyer request air transportation and/or special handling the cost of such transportation shall be the responsibility of the Buyer.
 8. Time or dates for delivery or performances are business estimates only and not contractual obligations of the Company. Times therefore will not be of the essence of the contract and providing the Company makes delivery within a reasonable time (taking into account all the circumstances) the Buyer will be bound to accept delivery if made after the date fixed, and shall not be entitled to repudiate the contract or claim damages in respect of late delivery.
 9. Subject to the conditions set out below the Company warrants that the goods will correspond with their specifications at the time of delivery and will be free from defects in material and workmanship. The above warranty is given subject to the following conditions:
 - (a) The Company shall be under no liability in respect of any defect arising from any drawing, design or specification supplied by the Buyer.
 - (b) The Company shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the goods without the Company's approval.
 - (c) The Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for goods has not been paid by the due date for payment.
 - (d) The above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.
 - (e) SUBJECT TO THE EXPRESS PROVISIONS IN THESE CONDITIONS, ALL WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. THE COMPANY DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, OR MERCHANTABILITY OR FITNESS; THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE PROVISIONS OF THESE TERMS AND CONDITIONS OF SALE.
 - (f) Any claim by the Buyer which is based on any defect in the quality or condition of the goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Company in writing within 7 days from the date of delivery or (where the defect of failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Company accordingly, the buyer shall not be entitled to reject the goods and the Company shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the goods had been delivered in accordance with the Contract.
 - (g) WHERE ANY VALID CLAIM IN RESPECT OF ANY OF THE GOODS WHICH IS BASED ON ANY DEFECT IN THE QUALITY OR CONDITION OF THE GOODS OR THEIR FAILURE TO MEET SPECIFICATION IS NOTIFIED TO THE COMPANY IN ACCORDANCE WITH THESE CONDITIONS THE COMPANY SHALL BE ENTITLED TO REPLACE THE GOODS (OR THE PART IN QUESTION) FREE OF CHARGE OR, AT THE COMPANY'S SOLE DISCRETION, REFUND TO THE BUYER THE PRICE OF THE GOODS (OR A PROPORTIONATE PART OF THE PRICE), BUT THE COMPANY SHALL HAVE NO FURTHER LIABILITY TO THE BUYER.
 - (h) THE COMPANY SHALL NOT BE LIABLE TO THE BUYER BY REASON OF ANY REPRESENTATION, OR ANY IMPLIED WARRANTY, CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW, OR UNDER THE EXPRESS TERMS OF THE CONTRACT, FOR ANY CONSEQUENTIAL LOSS OR DAMAGE (WHETHER FOR LOSS OF PROFIT OR OTHERWISE), COSTS, EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER (AND WHETHER CAUSED BY THE COMPANY'S NEGLIGENCE, OR THE NEGLIGENCE OF THE COMPANY'S EMPLOYEES OR AGENTS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THE SUPPLY OF THE GOODS OR THEIR USE OR RESALE BY THE BUYER, EXCEPT AS EXPRESSLY PROVIDED IN THESE CONDITIONS.
 - (i) The Company shall not be liable to the Buyer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:
 - (1) Act of God, explosion, flood, tempest, fire or accident;
 - (2) War or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - (3) Acts, restrictions, regulations, laws, prohibitions or measures of any kind on the part of any governmental or local authority;
 - (4) Import or export regulations or embargoes;
 - (5) Strikes, lock-outs or other industrial actions or trade disputes (whether involving the Company's employees or the employees of a third party);
 - (6) Difficulties in obtaining raw materials, labor, fuel, parts or machinery;
 - (7) Power failure or breakdown in machinery.
 10. Returnable packing items should be returned freight prepaid within 30 days. If returned in proper condition, credit will be issued. The Company does not permit deduction from invoices in respect of charges for returnable packaging.
 11. Payment shall be net 30 days unless other written terms have been agreed. Payment discounts are not applicable for credit card transactions. The right is always reserved to request a remittance with order. Should any arrangement exist to accept credit transfers or checks as payment, any interest, bank charges or the like are the responsibility of the Buyer. In respect of new accounts two satisfactory trade and a bank reference are required prior to goods being delivered on credit, otherwise the Company shall ship on a C.O.D. basis only.
 12. Credit notes for whatever reason can only be taken into account when they have been issued. The non-receipt of credit notes is not to be considered as a valid reason for withholding payment of accounts when due.
 13. Any agreements, warranties or offers made by the Company's representatives or agents are not binding unless and until they have been confirmed in writing by the Company.
 14. The Company reserves the right to sub-contract all or any part of any order as the Company deems necessary.
 15. The Buyer assumes responsibility that goods stipulated by him are suitable for his purpose, and the Company does not undertake to take back to stock for credit or otherwise, any unwanted or surplus goods or materials which customers may have on their hands.
 16. Notification of alleged loss or damage in transit must be made to the Company within three days of delivery. In the case of non-delivery notification must be made to Company in writing within seven days after receipt of the Company's invoice and the Company will entertain no claims unless time limits are complied with.
 17. (a) The Buyer must obtain the written approval of the Company prior to returning goods for whatever reason and the Company reserves the right to levy a handling charge. Freight and insurance for the return will be responsibility of the Buyer.
(b) The Buyer is responsible for ensuring that goods returned to the Company are free from biological and chemical hazard. The Company reserves the right to refuse to accept goods which in its view present a hazard to its employees which are without a signed certificate to the effect that effective disinfection/decontamination has been carried out.
 18. The Company reserves the right to charge for drawings or sketches prepared for quotations or in the execution of orders and to refuse to accept a cancellation of orders for goods of special design or manufacture as to which the company shall be the sole judge. The copyright of such designs, drawings or sketches shall remain the property of the Company.
 19. The Company reserves the right if necessary to over or under deliver up to 15% and to charge pro rata on special manufactures.
 20. (a) Notwithstanding delivery and the passing of risk in the goods or any other provision of these conditions title to the goods shall remain in the Company until payment of the whole of the price thereof has been received by the Company. Checks or money orders must be made payable to the Company or its order. Payment shall be treated as received by the Company when its bank account is irrevocably credited with the amount in question.
(b) Until title to the goods transfers to the Buyer in accordance with the provisions aforesaid:
 - (1) The Buyer's possession of the goods shall be that of the Company's Bailee.
 - (2) The Buyer shall keep the goods identifiably separate from any other property in the Buyer's possession.
 - (3) The Buyer shall keep the goods properly stored, protected and insured.
(c) Until title to the goods transfers to the Buyer in accordance with the provisions aforesaid, the Company may at any time, whether or not the terms of any agreed credit has expired, require the Buyer (at the Buyer's own expense) to return the goods forthwith to the Company at the Company's head office or at such other place as the Company may reasonably require. In the event of the goods being returned to the Company under this sub clause the Company will repay any part of the price already received by it less the amount of any other claim the Company may have against the Buyer under this or any other contract or otherwise.
(d) Until title to the goods transfers to the Buyer in accordance with the provisions aforesaid the Company shall have the right and is hereby irrevocably granted a license by the Buyer to enter any premises in the occupation of or under the control of the Buyer at any time for the purpose of obtaining possession of the goods.
21. Where goods are at the Buyer's request made and supplied by the Company other than to the Company's own specification the Company accepts no liability whatsoever for infringement or alleged infringement of any patents, registered designs or similar right in respect therefor and the Buyer will indemnify the Company against such claims on a full indemnity basis.
22. For non U.S. sales the following additional conditions shall apply:
 - (a) Prices quoted are for stock items including standard packaging and exclude taxes and/or duties. Additional charges such as export packaging and special handling will be charged extra.
 - (b) All orders are accepted subject to the appropriate Export License and other necessary Consents required for export.
 - (c) Unless otherwise agreed in writing payments shall be by irrevocable letter of credit confirmed by a U.S. bank approved by the Company. All expenses in respect of the letter of credit are to be for the account of the Buyer.
 - (d) The Company will not accept responsibility for non insurance where such instructions are omitted from the order. If the Buyer asks the Company to arrange insurance the Company shall effect insurance at the full c.i.f. value plus 10% but the Company is exempt from liability to claim in respect of any alleged damage or loss.
 - (e) Any claim arising out of a non f.o.b. contract should be made within three days of receipt of the goods by the buyer or Consignee and in the case of non delivery it is a term of this contract that the carrier and the Company should be advised in writing within 28 days in the case of road, rail or air freight or 60 days in the case of post or sea freight from the date of advice of dispatch. No claim will be entertained by the Company or the insurance company unless all packing materials are retained pending inspection by the carrier and/or the Company and the representative of the carrier or the Company or the insurers.
23. Any contract of sale entered into by and between the parties resulting from Buyer's order shall be solely and exclusively governed, construed and enforced in accordance with the laws of the State of North Carolina, to the exclusion of all other states' laws. Any and all disputes of any kind, at any time, shall be adjudicated solely and exclusively in the State Courts of Catawba County, North Carolina, to the exclusion of all other state and federal courts, and the parties do hereby agree to submit to the personal jurisdiction and venue of the State Courts of Catawba County, North Carolina without exception.