

ISAACS

FLUID POWER EQUIPMENT COMPANY

TERMS AND CONDITIONS

DELAYS: Isaacs Fluid Power Equipment Company shall not be liable for damages or delays in performance due to circumstances beyond its reasonable control, including without limiting the generality of the foregoing, any priority system established by any agency of the United States Government, fires, floods, storms, or other acts of God, accidents, strikes, insurrections, war, shortage of materials, lack of transportation and failure of performance of subcontractors and/or suppliers for similar reasons. Failure of Isaacs Fluid Power Equipment Company to perform for these reasons shall not be grounds for Purchaser's cancellation of its order but the delivery date shall be extended accordingly.

TERMS 1/2% 10 Days; Net 30 Days. **FOB:** Shipping Point **DUNS NO.** 00-886-2153

LIMITATION OF LIABILITY No claim made hereunder by the Purchaser, whether as to goods delivered, or for non-delivery, shall be greater than the purchase price of the goods in respect of which such claim is made, and Isaacs Fluid Power Equipment Company shall under no circumstance be liable for consequential damages, which Purchaser expressly waives.

TAXES All applicable federal, state, or local sales, use, or excise taxes are the responsibility of the Purchaser and shall be in addition to the price or prices stated on the invoice unless otherwise specifically stated. Isaacs Fluid Power Equipment Company shall have the right to invoice separately any such tax as may be imposed at a later time. Applicable tax exemption certificates must accompany any order to which the same applies.

WARRANTY Each product sold hereunder is exclusively warranted under the policies of the respective manufacturers. Isaacs Fluid Power Equipment Company hereby expressly disclaims all other warranties, express, or implied, including any warranty of merchantability or fitness for a specific purpose. Any assembly or modifications done by Isaacs Fluid Power Equipment Company have been at the Purchasers request and liability.

- MISC.**
- 1.) A charge of 2% per month will be added to all invoices unpaid 60 days after issue date.
 - 2.) Isaacs Fluid Power Equipment Company hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.
 - 3.) Purchaser agrees to pay all reasonable legal and collection costs charged to the Purchaser in the event invoice is referred for collection.
 - 4.) On shipments from our warehouse, freight cost for shipment from the respective factories to our warehouse is included in the freight charge on invoice.
 - 5.) No trade discounts extended for orders less than \$30.00 List value.
 - 6.) Minimum order for invoice is \$15.00
 - 7.) All returned material is subject to a minimum restocking charge of \$15.00.
 - 8.) The prices shown on invoice are current. If there are any differences between your verbal or written purchase order or confirming and invoice, the prices on invoice take precedence. Prices charged are those in effect by the manufacturer at the time of shipment.