

Terms and Conditions for Sale

Acceptance

Any order that contains terms and conditions in addition to or inconsistent with the following shall not be binding upon Seller unless acceptance of each non-conforming term or condition is clearly and expressly made in writing by the Seller, and failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions nor as acceptance of any such provisions. Acknowledgements of Buyer's order forms, facsimile orders or "releases" shall not be construed to be a waiver, amendment, or modification of these terms and conditions. Seller is not responsible for typographical or written errors made in any quotations, orders or publications and all such errors are subject to correction.

Shipments

All shipments of product will be made F.O.B. Point of Shipment. Freight will be Prepaid and Allowed unless otherwise noted. Purchase orders containing penalty clauses for failure to meet shipment schedules are not acceptable unless specifically approved in writing by an officer of the Seller. Prices quoted provide for standard packaging for domestic shipments only.

Delivery

The delivery date is the best estimate of the time when the products will be shipped by the Seller. Seller assumes no liability for loss of profits, special, incidental or consequential damages due to delays. Seller assumes no responsibility for collection of loss or damage claims. Evident loss or damage to a shipment must be indicated by a notation made by the carrier's agent on the delivery receipt before the receipt is signed. The notation must clearly specify the extent of loss, shortage, or damage.

Price

Quotation prices are firm for thirty (30) days from the date of the quotation, unless specifically stated to the contrary as part of a particular price quote, and are subject to change without notice after the expiration of this thirty (30) day period.

Return Policy

An approved RMA must accompany every return. All returns are subject to a minimum 25% restocking charge with freight charges to be prepaid by the customer. Any cost incurred by Seller to put product in condition for resale will be charged to the customer. This is in addition to the restocking fee. **Seller cannot accept discontinued, made to order, or custom-built product as part of any return. Seller cannot accept material and/or packaging that cannot readily be returned to saleable condition.**

Taxes

Seller's prices do not include any federal, state or local property, sales, use, excise or similar taxes. Consequently, in addition to the prices specified, the amount of any present or future sales, use, excise, GST or similar tax imposed due to the sale of products or services shall be paid by the Buyer unless Buyer furnished an acceptable tax exemption certificate in advance to the Seller.

Warranty Disclaimers

The Republic Companies do not manufacture the goods it sells and makes no express warranties thereon. The Republic Companies disclaim all implied warranties including any implied warranty of merchantability or fitness for a partial use. Only warranties provided by the manufacturer apply to the items sold. This disclaimer is for all liability including consequential and special damages. The warranty expressed herein is exclusive of all other express or implied warranties. **ALL GOODS SOLD AS IS.**

Changes

Upon acceptance of the Seller, any changes from the quotation, including but not limited to quantity changes and release date changes, may result in price changes.

Revisions

Seller reserves the right to revise or amend any or all items contained herein.

Terms Standard terms are all invoices are due by the 10th of the month following purchase, unless otherwise noted. Any invoices not paid within terms are subject to a service charge of 1.5% per month or 18% APR. NSF check fee is \$30.00 on all returned checks. Republic reserves the right to change terms, restrict credit, close an account, or place an account for collection or on COD without prior notice.