

## Baldwin Supply Company Terms & Conditions

- 1. SELLER'S OFFER.** Notwithstanding any contradictory terms and conditions which may appear on Buyer's forms, the shipment and/or delivery of the goods and/or services made the subject of this quotation and the mailing and/or delivery of this quotation shall not constitute and acceptance by the Seller or any prior written or oral offer by the Buyer which contained terms and/or conditions different from or addition to those set forth below. Seller's acceptance of any such offer is expressly conditioned on Buyer's assent to the terms and conditions set forth below. Buyer's acceptance of the goods and/or services which are the subject of this quotation shall constitute Buyer's acceptance of the terms and conditions set forth below.
- 2. LIMITATION OF WARRANTIES.** Unless an express written warranty is otherwise furnished by the Seller by a separate document, the Seller makes no warranty, express or implied, with respect to the goods sold and/or the services rendered by the seller hereunder, ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT, IN NO EVENT SHALL SELLER BE LIABLE FOR LOSS OF USE OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES FOR PERSONAL INJURIES. In the event any component or part of the goods sold and/or services rendered hereunder have not been manufactured by the Seller, the Seller's sole obligation shall be limited to making available to Buyer any existing applicable warranty of the manufacturer of such component or part to the extent Seller can do.
- 3. ENTIRE AGREEMENT.** No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this contract, unless such affirmation, representation or warranty is specifically included within this agreement. No modification or alteration of the foregoing disclaimer or warranty and limitation of remedies provisions shall be valid or enforceable unless set forth in a separate document issued and executed by the Seller.
- 4. INDEMNIFICATION.** In the event Buyer fails to disclaim any warranty with respect to any articles sold hereunder, Buyer shall indemnify and hold Seller harmless from any and all liability, costs and expenses to which Seller may be subjected as a result of Buyer's failure to so disclaim its express or implied warranties.
- 5. RISK OF LOSS: TITLE.** The goods sold hereunder shall be at risk of the Buyer upon delivery by the Seller to the carrier F.O.B. shipping point. Title to the goods sold hereunder shall remain in Seller until payment in full by the Buyer.
- 6. DELAYS BEYOND SELLER'S CONTROL.** Seller shall not be responsible for delays in performance caused by delays at manufacturing plants, or in transportation or due to strikes, fires, floods, storms, war, insurrections, riots, any governmental regulation, order, act or instruction, or any other circumstances beyond the Seller's reasonable control, and Buyer's acceptance of goods and/or services shall constitute a waiver of any claims for damages due to delay. Under no circumstances shall the Seller be liable for any loss of use by Buyer or for any indirect or consequential damages arising from such delays.
- 7. SERVICE CHARGE.** Any accounts not adhering to the payment terms on the face hereof will be subject to a service charge of 1-1/2% per month on the unpaid balance. Unless otherwise indicated on the face hereof payment terms are net 30 days.
- 8. SURVIVAL OF TERMS.** To the extent any provision hereof is held invalid, then that provision shall be deemed to be deleted, and the remaining provisions hereof shall remain in full force and effect.
- 9. RETURNED GOODS IMPORTANT.** At least a 15% handling or restocking charge, after inspection and in the opinion of the Seller, can be made upon all goods returned for credit. Goods returned for credit must be returned within five (5) days after receipt and must be accompanied by our Invoice Number and date of purchase.
- 10. FOREIGN SHIPMENT.** In the event this quotation involves a foreign shipment, the Seller declares their invoices to be true and correct in every respect and declares the goods described on them to be the product of the industry of the United States of America.
- 11. LIMITATION OF ACTIONS.** Buyer agrees that any action of any kind by the Buyer against the Seller must be commenced, if at all, within one (1) year after the date the right, claim, demand or cause of action shall first occur.

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