

Terms & Conditions

1. **General Offer and Acceptance** This invoice is an offer by Alliance Manufacturing Group, LLC doing business as Techni-Grip, ("Seller") to sell Products ("Products") to Buyer, and acceptance of such offer is expressly limited to these terms and conditions. Any definite and/or reasonable expression of Buyer's acceptance of Seller's offer, including acceptance of the Products sold to Buyer, constitutes an acceptance of all of these terms and conditions, which shall govern in any instance where they conflict with the provisions of any forms (including purchase orders) used by Buyer, unless those provisions are accepted in writing by Seller. BUYER IS HEREBY NOTIFIED IN ADVANCE THAT SELLER OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE DOCUMENT. Seller's invoice, together with these terms and conditions, is the final written expression of agreement between Seller and Buyer which supercedes all previous communications and which may be waived, varied, modified or amended only by a writing signed by an authorized representative of Seller.
2. **Prices** All quotations are made for immediate acceptance and are subject to change without notice. Prices are F.O.B. Seller's point of shipment unless otherwise specified by Seller and are subject to change without notice. Prices are stated in United States Dollars, are exclusive of sales, use, excise or similar taxes, and are subject to any price adjustment necessitated by Seller's compliance with any act of government. Any tax or other governmental charge upon the production, sale, shipment or use of the Products which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller unless Buyer furnishes Seller with a tax exemption certificate acceptable to the appropriate taxing authority. Such charges as may occur in tariffs, freight rates or transportation charges used in determining delivered prices after sale and prior to dates of shipment will be for the account of Buyer.
3. **Payment** Unless credit terms have been extended to Buyer in writing by Seller, or unless other credit terms are included in delivery documents for the Products, payment terms are net 30 days from the date of Invoice, in United States currency. Seller reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security, or payment in advance of the amount of credit involved. If Buyer fails to fulfill the terms of payment, Seller may delay further shipment to Buyer or, at its option, cancel the unshipped portion of Buyer's order. Buyer shall neither retain payment on account of any claim nor shall Buyer offset any claim against the purchase price. Buyer agrees to pay interest on all past due invoices at the highest contractual rate allowable under the laws of the State of Washington.
4. **Terms of Shipment Acceptance** Seller will ship in accordance with instructions supplied by Buyer, but if Buyer fails to furnish such instructions, Seller will select what is, in its opinion, the most satisfactory shipment method. If Buyer is to pick up the Products and has not done so within seven (7) days after notification that they are ready for shipment, Seller may ship the Products by commercial carrier at Buyer's expense. Any prepayment by Seller of freight charges shall be as stated in the delivery documents for the Products. End items and/or spare parts shall be packed and packaged in accordance with best commercial practices for one way shipment and/or surface transportation.
5. **Inspection** Within five (5) days of receipt of the Products, Buyer shall inspect the Products to check for shortages, loss or damage in transit and any other nonconformity. Buyer shall thereafter notify Seller of any nonconformity within five (5) business days of inspection. The failure to provide Seller with written notice within this time period shall constitute an unqualified acceptance of the Products and a waiver by Buyer of all claims for shortages, incorrect material and other nonconformities, including a waiver of any right of revocation of acceptance.
6. **Date of Shipment** Shipping dates are given to the best of Seller's knowledge based upon conditions existing at the time the order is placed and information furnished by Buyer. Seller will use its best efforts to ship by the estimated shipping date but shall not be liable for any loss or damage resulting from a failure to deliver or delays in delivery, including without limitation, any delays due to acts of God, acts of civil or military authorities, Governmental priorities, fires, strikes, floods, epidemics, war or not, demands for the Products which exceeds Seller's ability to supply them, or other causes beyond Seller's reasonable control. Furthermore, Seller shall not be liable for any incidental, special or consequential damages resulting from Seller's failure to meet delivery schedules for the foregoing or any other causes.
7. **Cancellation of Order by Buyer, Return of Products for Credit** Buyer's order may not be modified or rescinded except in writing signed by Seller and Buyer. If all or part of Buyer's order is terminated by such modification or rescission, Buyer, in the absence of a contrary written agreement between Seller and Buyer, shall pay termination charges for expenses already incurred by Seller in performing or preparing to perform the work, including without limitation, materials, labor, and Seller's anticipated profit. Returns that are not a result of Seller error will be subject to a 20% restocking fee and return freight charges. Buyer has 60 days from date of delivered goods to request a Return Merchandise Authorization. In any circumstances, Seller's written consent contained in the RMA, must be given in advance of Buyer's return of Products for credit.
8. **Termination for Convenience** For its convenience, Seller may, at any time prior to delivery in full of the goods ordered by Buyer, terminate this invoice, in whole or in part or may change the shipment procedures or times or places of performance, by written, telegraphic or verbal notice confirmed in writing to Seller, specifying the date upon which such cancellation or change shall become effective and the extent to which such performance hereunder shall be canceled or changed.
9. **DISCLAIMER OF PRODUCT WARRANTY** SELLER WARRANTS ALL TECHNI-GRIP PRODUCTS TO BE FREE OF DEFECTS IN MATERIAL AND CRAFTSMANSHIP FOR A PERIOD OF TWELVE MONTHS, PROVIDED THE PRODUCTS ARE USED WITHIN THEIR SPECIFIC DESIGN PARAMETERS.
10. **Exclusivity of Remedy; Limitations of Liability** In the event Buyer claims that Seller has breached any of its obligations under this invoice, whether of warranty or otherwise, Seller's sole responsibility and Buyer's exclusive remedy is, at Seller's option, either (i) the repair or replacement of the Products, or (ii) the refund by Seller to Buyer of the purchase price of the Products. Seller, in its sole discretion, may choose either refund, repair or replacement. THE REMEDIES PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST SELLER FOR BREACH OF ANY OF SELLER'S OBLIGATIONS UNDER THIS INVOICE WITH BUYER, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES NOR SHALL SELLER'S LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS INVOICE OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCTS.
11. **Indemnity** Buyer shall indemnify and hold harmless Seller, its directors, officers and employees (hereafter the "Indemnittees"), against any and all liability, loss, damages, fines, penalties, costs and expenses (including, without limitation, court costs and reasonable attorney's fees) incurred by any of the Indemnittees as a result of any breach or violation by Buyer or others acting on its behalf of any obligation, covenant, representation or warranty of Buyer set forth in this invoice.
12. **Separability; Invalidity** If any portion of the Invoice which is the subject of this transaction, including these terms and conditions, shall for any reason be held by a court of competent jurisdiction to be invalid and unenforceable, the valid and enforceable provisions will continue to be given effect and bind the parties hereto.
13. **Governing Law; Limitation of Actions** The transaction which is the subject of this Invoice created in whole or in part by these terms and conditions of sale bears a reasonable relation to the State of Washington. This Invoice shall be deemed a contract made under the laws of the State of Washington, and for all purposes shall be construed and enforced in accordance with and governed by the laws of the State of Washington but without regard to its choice of law principles. No action for breach of sale, this invoice, or any covenant or warranty arising therefrom, shall be brought more than one year after the cause of action has accrued. If the Buyer is from a country which has ratified the 1980 U.N. Convention on contracts for the International Sale of Goods, the rights and obligations of the parties shall not be governed by such Convention, but shall be governed by the laws of the State of Washington.
14. **General** If there is an express conflict between the terms of this invoice and the provisions of any current written agreement between Seller and Buyer also intended expressly to apply to the goods delivered hereunder, those provisions shall control only for those goods contemplated both by this invoice and the agreement. Nothing in this invoice or any acceptance hereof shall constitute Buyer or any of its officers, directors, or employees as Seller's agent, legal representative, or employee.
15. **Remedies** The remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach or of such provision. Buyer shall be liable for all damages, direct and indirect, resulting from the breach of any of the terms herein contained.