

GAGE BILT

Lockbolt and blind rivet installation tools
Fastening solutions for the 21st century

Gage Bilt Conditions of Sale

1. Validity

The following terms and conditions provide the sole terms for all transactions, including those not specified here, and to the exclusion of all other agreements unless specifically authorized by Gage Bilt in writing. We do not recognize conditions of purchase drawn up by the customer.

2. Quotations and Contracts

Orders shall be effective only after we have provided appropriate written acknowledgement of order receipt. Price quotations shall not be legally binding prior to such acknowledgement. Additional agreements, supplements or modifications made verbally, by voice, telephone or other means shall not be valid unless confirmed in writing by Gage Bilt. With respect to quotations and acknowledgements of orders, we reserve the right to make reasonable adjustments to non-fixed prices, in the event that cost factors (materials, labor, energy transport costs etc.), change after conclusion of contract but prior to delivery. We are not obligated to hold original prices for follow up orders.

3. Prices

Prices are quoted ex-works and include standard packaging. Special packaging required by the customer will be billed at cost to the customer. Prices are subject to change without notice. Federal, State or Municipal taxes now or hereafter imposed in respect to all sales and the production, treatment, manufacture, sale, delivery transportation or proceeds of the products specified against such sales (except income taxes) shall be for account of the Buyer, and if paid or required to be paid by the seller, the amount thereof shall be added to and become part of the price payable by the Buyer.

4. Terms

Unless otherwise provided for in our price quotation, payment is to be effected within 30 days of invoice.

5. Delivery

All delivery periods are estimates, even when not expressly described as such. Unless specified in writing, all deliveries are ex-works Sellers plant, the cost of transportation for and risk of loss to be borne by Buyer. Force Majeure: Seller will not be liable for delays in filling the order or failure in the performance of any of its obligations hereunder caused by accidents, labor disputes or disruptions, strikes, shortages of labor, materials, fuel or power, fires, floods, or other acts of God, acts of terrorism or war, acts or omissions of Buyer, delays in transportation or lack of transportation facilities, priorities required, requested or granted for the benefit of the government, restrictions imposed by law or any rules or regulations thereunder, or any cause, whether similar to or dissimilar from those enumerated, beyond Seller's reasonable control.

6. Damages or Loss

All claims for goods received in an unsatisfactory condition must be made within 20 days of receipt of such goods. All returns must be accepted by Seller in writing and credits will only be issued subject to Sellers evaluation after customer returns goods.

7. Termination

Buyer may not terminate an order without prior written consent from Seller. If seller consents to termination, reasonable charges may be assessed to Buyer. Any order changes requested by Buyer may be subject to charges to Buyer.

8. Warranty

Seller warrants that all goods sold will conform to all applicable specifications in place at time of sale for a period of six months after date of shipment to the buyer. At seller's option, seller will replace, repair or provide repayment for non-performing goods, after buyer has returned such goods per the seller's Returned Material Authorization process.

Said warranty to remain in effect if, and only if, such goods are used in accordance with all instructions as to maintenance, operation and use, as set forth in manuals and instruction sheets furnished by seller. Under no circumstance will the seller be liable for incidental or consequential damages or for damages incurred by the buyer or subsequent user in repairing or replacing defective goods or if the goods covered by this warranty are reworked or subject to any type of additional processing.

This warranty is void if Seller is not notified in writing within six months after shipment date to the buyer.

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY.

9. Governing law

The sale of all materials hereunder and these terms and conditions shall be governed by the laws of the state of Michigan, without regard to its conflicts of law provisions.