

# **PURCHASE PARTNERS™**

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[www.purchasepartners.com](http://www.purchasepartners.com)

## **TERMS AND CONDITIONS OF SALE**

1. **APPLICABLE LAW - DEFINITIONS.** The definition of terms, interpretation of these Standard Terms and Conditions of Purchase and the rights of parties hereunder are governed by the laws of Missouri, including the Uniform Commercial Code.
2. **Terms of Sale:** For accounts with credit approved by Purchase Partners: Net 30 days from date of invoice. Invoices for freight charges are payable upon receipt. Interest: 1 – ½% per month interest charged on past due accounts (18% per annum). All invoices due are payable in U.S. Funds only. NOTE: Terms are from date of invoice (shipping date), not from receipt of goods. For accounts without approved credit: COD or company check with order or Irrevocable letter of credit or bank cashier's check with order.
3. **Acceptance of Purchase Orders:** Orders to buy Purchase Partners products will be deemed accepted at Purchase Partners' principal office in St. Louis County, Missouri. The terms of all agreements and contracts, and disputes regarding Purchase Partners' products shall be governed by Missouri law.
4. **Taxes:** Payment of any taxes not collected by Purchase Partners is responsibility of the buyer.
5. **F.O.B.:** Shipping Point, St. Louis, Missouri U.S.A., freight collect. Shortages or damages to shipments while in transit are the responsibility of the carrier.
6. **Delivery:** Shipping at Purchase Partners convenience in single lot or several lots. Specified delivery dates are subject to Purchase Partners approval.
7. **Drop Shipments:** We are pleased to accommodate you in sending shipments direct to your customers.
8. **Returned Goods and Cancellation of Orders:** No merchandise may be returned without prior authorization from Purchase Partners and returns are subject to Purchase Partners inspection. All authorized returns must be shipped freight prepaid and are subject to a restocking charge depending on the condition of the goods, plus any charges for expenses incurred by Purchase Partners in connection with the returned merchandise. Stock orders may be cancelled prior to shipment and are subject to production and labor expenses and any cancellation fee. Special ordered or fabricated items may not be returned for credit or refund. Credit will be issued for future purchases only – no cash refunds.
9. **Export:** Special crating for export shipments is available. Contact Purchase Partners for quotation. Duties, customs, cost and other charges on foreign shipments are responsibility of buyer.
10. **Small Order Charge:** A \$10.00 net charge will be added to all invoices having a net value of less than \$50.00.
11. **Warranty:** Purchase Partners warrants its products to be free from defects in material and workmanship at the time of shipment. It is further warranted that Purchase Partners products meet all specifications as represented in Purchase Partners literature. Warranty does not apply to goods improperly installed, damaged in transit, by misuse, neglect or accident, improperly maintained, or goods repaired or modified without prior written approval from Purchase Partners. All warranties shall extend as prescribed by each Purchase Partner supplier or manufacturer. **ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.**
12. **Liability:** PURCHASE PARTNERS ASSUMES NO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER ANY WARRANTY, EXPRESS OR IMPLIED, OR OTHERWISE AND ALL SUCH LIABILITY IS EXPRESSLY EXCLUDED. Purchase Partners sole obligation for any of its products which may prove to be defective, shall be to issue credit for, or to replace such products. Total liability of Purchase Partners shall not exceed purchase price. No allowance shall be made for any labor, charges of buyer for replacement of products, downtime, or loss of profits or penalties arising from the use of, or inability to use Purchase Partner products.

**TERMS AND CONDITIONS SUBJECT TO CHANGE WITHOUT NOTICE.**