

# SALES TERMS AND CONDITIONS

Applies for all USE Branded Products

## **Minimum Order**

\$50.00 minimum required.

## **Acceptance of Orders**

The acceptance of all quotations and orders are subject to final approval by USE. Acceptance is expressly made conditional upon agreement by purchaser of the following terms and conditions. Prices, cash discounts, and terms are subject to change without notice. In addition, each transaction must be accompanied by full instructions on the order itself.

## **Prices**

Prices are subject to change without notice. USE will honor prices quoted for a period of 180 days. Orders calling for delivery beyond 180 calendar days will be billed according to the price in effect at the time of shipment.

## **Shipments/Minimum Billing**

All prices are F.O.B. shipping point with freight allowed to any point within the contiguous 48 states provided their F.A.S minimum net value is at least \$1,500.00. Shipments to Alaska are F.A.S Washington & shipments to Hawaii port of exit on the west coast. Freight carries are to be selected by USE unless buyer specifically request routing.

## **Return of Material**

Goods may be returned only with Sellers consent through the issuance of a RGA, (Returned Goods Authorization) prior to returning. Only unused items in their original packaging which have been invoiced within 180 days will be considered for return. Returned goods are subject to a restocking charge of fifteen percent, (25%), F.O.B point of destination and prepaid.

## **Force Majeure**

USE shall not be liable for any delay or failure to perform due to a cause beyond their reasonable control thus creating a "Force Majeure" event. These causes can include but are not limited to strikes, transportation interruption, inability to obtain necessary labor, materials, facilities or default of any time lost due to a "Force Majeure" supplier or acts of God. Any delivery schedule shall be considered extended by a period of time equal to the condition.

## **Limited Warranty**

USE warrants all products for a period of (2) years from the date of shipment from the factory. The warranty is limited to the replacement or repair at USE option and does not include any labor or incident damages that may be incurred through the use of these products. The Limited Warranty does not apply if the goods have been damaged by accident, abuse, misuse modification, misapplication, during shipment or by improper service. No employee, agent, dealer, or other person is authorized to give any warranties on behalf of Seller or to assume for the Seller any other liability in connection with any of its goods except in writing and signed by the Seller.

## **Credit Limit**

Terms subject to approval

All rights reserved, effective July 1st, 2008