



## **Zy-Tech General Terms and Conditions of Sale**

By acceptance of the goods described herein, the Buyer expressly acknowledges and agrees as follows:

### **1. Warranty**

The warranty described below applies only to new or unused goods or goods reconditioned by Zy-Tech Global Industries, Inc. (Seller). The Seller specifically disclaims any warranty for used goods or goods sold as is.

For a period of one (1) year after date of purchase of any of the goods described herein, Seller warrants such goods shall remain free from failure due to defects in workmanship and materials incorporated therein by or for Seller provided such failure shall not have been caused or contributed to by improper usage, service or application, improper installation or maintenance, repairs, alterations, or modifications effected by or for the user, misuse, negligence or accident.

In the event of failure for which Seller has assumed warranty obligations hereunder, and provided written notification of such failure shall be immediately given to Seller, it agrees to repair, or at its option, to replace the goods sold at its sold expense.

Apart from the warranty and undertaking above set forth, or unless otherwise specifically consented to in writing by Seller, Seller assumes no obligation or liability for losses, expense or damages, direct or consequential, suffered or incurred as a result of any failure of, or defect in, the goods described herein, including but not limited to, such costs, expenses or damages as may result of any failure of, or defect in, the goods described herein, including but not limited to, such costs, expenses or damages as may result from the necessity to remove, replace, restore or transport the goods from any location or service in which they may be used, regardless of the cause of such failure or defect.

This warranty extends only to the original Purchaser of the goods and is the only warranty made by Seller in connection therewith. There are no other warranties, express or implied, of any kind given with respect to the goods, their merchantability, fitness for any particular purpose or usage, or otherwise, nor is any person authorized to extend on behalf of Seller any form of warranty other than that above set forth.

The goods described herein are not sold or distributed by Seller for personal, family or household purposes, nor are they normally suited for use as such.

### **2. Prices**

Prices and other terms of sale where set forth in current price sheets are subject to change without notice. Stenographic or clerical errors are subject to correction.

### **3. Acceptance of Orders and Special Orders**

All orders are subject to acceptance by Seller at its home office, Stafford, Texas, only. No assignment of the Purchaser's rights may be made without the written consent of the Seller. Orders for special materials are subject to cancellation only upon agreement to make payment for the work performed, material used, and a reasonable profit.

### **4. Terms, Payment and Partial Shipment**

All accounts are payable net 30 days of invoice date. One percent (1%) per month interest charged on accounts after 30 days, or twelve percent (12%) annually. All accounts are payable in United States dollars, free of exchange, collection, or any other charges. If in the sole discretion of Seller, the financial condition of the Purchaser at any time so requires, Seller retains the right to require full or partial payment in advance, to set spending limits for credit accounts or to require other adequate assurances of financial responsibility. Seller reserves the right to make partial shipments from time to time and render invoices therefore, which shall be due and payable as provided in said invoices.

### **5. Freight Charges**

Unless otherwise specifically noted, standard shipping charges (calculated by product weight, not including packaging) shall be added or be in addition to the price quoted and Purchaser agrees to pay the same to Seller.

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