



North American
GRATING

Terms & Conditions of Sale
North American Grating
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*****IMPORTANT*** PLEASE READ CAREFULLY: THE FOLLOWING TERMS AND CONDITIONS ARE PART OF THE CONTRACT BETWEEN THE PARTIES.**

TERMS AND CONDITIONS OF SALE

All quotations shall be construed to be seller's offer to sell. This writing constitutes an offer by Modern Engineered Products, Inc. to sell the products described herein in accordance with these terms and conditions and is conditioned upon your acceptance. Purchaser will be deemed to have agreed to these terms and conditions unless written notice is received by seller within five (5) days from date of purchase. Seller reserves the right to accept or reject all or any portion of purchaser's standard terms and conditions contained in purchaser's Purchase Order.

All bills for services and material furnished in connection herewith are payable at the office of Modern Engineered Products, Inc., P.O. Box 1074, Mandeville, LA 70470-1074. **All payments are to be remitted in U.S. currency.**

Terms are Prepaid. All orders are subject to review by Modern Engineered Products, Inc. Credit Department. If during the period of this contract, seller determines the financial condition of the purchaser does not justify terms of payment as specified, seller may require full payment upon delivery. Purchaser guarantees payment.

All Federal, State, City and/or Parish taxes now or hereafter imposed upon the services or material furnished hereunder shall be for the account of the buyer and if paid or required to be paid by the seller, the amount shall be added to and become a part of the price payable by the buyer.

Delivery of product to a carrier at seller's location shall constitute delivery to purchaser. All risks of loss or damage in transit shall be borne by purchaser. The seller shall not be liable for any failure to deliver hereunder, where such failure is caused by fire, embargo, strike or any circumstance beyond the seller's control, which prevents the seller from making delivery in the normal and usual course of its business.

In the event that the purchaser cancels or returns an order and the factory charges seller a cancellation or restocking charge it is agreed and understood that the purchaser will pay all of the cancellation and/ or restocking charges.

It is understood and agreed between the parties that Modern Engineered Products, Inc. is not the manufacturer of any of the equipment, goods or materials furnished in connection with this sale. The merchandise in question was originally packaged by the manufacturer and no servicing, modification or alteration whatsoever has been made by seller. In purchasing the products here in described, purchaser relies solely upon his own judgment and upon literature prepared by the manufacturer and furnished by the seller. All warranties expressed or implied are limited to those made by the manufacturer and contained on the literature, which accompanies the product. Purchaser assumes all responsibility for the suitability of the product for the use intended and for the ability of the product to perform as intended by purchaser. Purchaser agrees that seller shall in no event be liable for any contingent, consequential or incidental damages as well as such damages resulting from the misuse of said product, improper design of said product or failure of any part of said product. This agreement also applies to the failure of said product to meet the expectations of purchaser or to be found unsuitable for the purpose for which it was purchased by purchaser as well as any damages or failure of said product resulting from improper installation.

In the event of any claim, lawsuit or demand being made against seller as a result of the contingencies described in this agreement, purchaser agrees to indemnify and hold seller harmless and to reimburse seller for all costs and losses including attorney's fees and cost of defense which may result from any claim of negligence, breach of warranty, negligent design, strict liability of any other cause of action which may be alleged by a claimant or litigant against seller, its successors and assigns.

This agreement shall be governed by the laws of the State of Louisiana in effect as the date of this agreement.

This contract constitutes the complete agreement between the parties and cannot be changed in any manner except in writing and signed by the parties.

We reserve the right to change any applicable taxes and recover any past taxes that are due unless completed Tax-Exemption Certificates are in our possession. We reserve the right to change any applicable taxes and recover any past taxes that are due unless completed Tax-Exemption Certificates are in our possession.