



Shur-Co®

World Headquarters - Yankton, SD, USA

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TERMS AND CONDITIONS OF SALE

1. GOVERNING TERMS

These Terms and Conditions of Sale ("Terms") apply to and govern the sale by Shur-Co, LLC® ("Shur-Co") of all products ("Products") purchased from Shur-Co. Shur-Co offers to sell Products solely pursuant to these Terms and any acceptance of Products from Shur-Co is expressly subject to and limited by these Terms. Any additional or different terms proposed by Buyer in any offer, acceptance, confirmation or other document are rejected by Shur-Co and do not bind Shur-Co.

2. PRICES; ADDED CHARGES

The prices for Products are those established by Shur-Co. The established prices are good only for a period of 30 days. In the event delivery, for any reason out of Shur-Co's control (by way of example and not limitation - labor shortages, materials shortages, and supply chain and delivery issues) is not made prior to the end of the 30-day period, the prices may be subject to increase to reflect then-current market prices. Shur-Co is required by law to collect sales tax and F.E.T. taxes on Products shipped to states where applicable. If tax exempt, a copy of Buyer's tax exempt certificate must accompany Buyer's order. In-stock parts orders placed by 10:00 a.m. (Central Time) normally ship the same day. (This varies with quantity/size of the order.) Standard lead time on Products may be up to seven business days. If Buyer requests expedited processing, to the extent Shur-Co is able, there will be an additional charge of \$25. This fee is in addition to shipping and handling charges.

3. ACCEPTANCE OF ORDERS ALL SALES FINAL; ORDER CANCELLATION OR CHANGE

All orders are subject to written acceptance by Shur-Co., in Shur-Co's discretion. Shur-Co will not ship Products for unaccepted orders. All sales are final. Buyer may not cancel or change an order for Products, except upon the written consent of Shur-Co. If Buyer cancels or changes an order for Products, Buyer will reimburse Shur-Co for all work-in-process, materials, subcontractor costs, vendor costs, internal labor costs, and any other costs of Shur-Co associated with the cancelled or changed order, and will be liable to Shur-Co for lost profits and any other consequential and other damages incurred by Shur-Co as a result of such cancellation or change.

4. PAYMENT

All payments for Products must be prepaid before Products are shipped. We accept American Express, Discover, Visa, MasterCard, and payments by phone or mail. If extended by Shur-Co to Buyer, Shur-Co, at any time, may change or withdraw Buyer's credit or impose security or other arrangements to secure Buyer's payment. All amounts past due will incur a late charge of 1.5% per month. To secure payment by Buyer, Buyer grants Shur-Co a first priority security interest in all Products sold to Buyer until the date the amount for such Products has been paid. Until such time as Buyer has made payment, in full, to Shur-Co, including late fee and other charges of Shur-Co, Shur-Co may retake from Buyer possession of the Products, wherever located, by legal process or self-help; and Buyer agrees to provide to Shur-Co access to and possession of the Products in the event Shur-Co determines it must retake possession of the Products. The remedies of Shur-Co provided in these terms are not exclusive and Shur-Co may, in addition to taking repossession of the Products, avail itself to all other rights and remedies, at law, in equity, or otherwise.

5. TITLE; RISK OF LOSS

All Products are sold FOB from such location determined by Shur-Co. Title to and risk of loss of Products will pass to Purchaser upon delivery to the carrier at such location determined by Shur-Co.

6. SHIPPING

There will be no full freight allowed or prepaid shipment accepted unless quoted and approved in writing by Shur-Co prior to acceptance of Buyer's order. All shipments are made by the means determined by Shur-Co, in its discretion, unless specific routing instructions are furnished by Buyer. To ensure delivery of orders, Buyer must provide to Shur-Co Buyer's delivery address and telephone number. Shur-Co is not responsible for incomplete or inaccurate information provided by Buyer.

7. INSPECTION

Any Buyer claims related to Products shipped related to quantity, quality, or damages must be made, in writing, by Buyer to Shur-Co within 10 days of receipt of Products. Buyer will be deemed to have accepted Products absent written notice to Shur-Co within the allowed 10-day period. All claims for damages or loss in transit must be made with the carrier.

8. BREACH

Any one of the following acts by Buyer will be a material breach by Buyer of these Terms: (a) Buyer fails to pay for any Products when due; (b) Buyer fails to accept conforming Products; (c) the filing of a voluntary or involuntary petition in bankruptcy against Buyer, Buyer's insolvency, or an assignment for the benefit of creditors of Buyer; or (d) Buyer's failure to provide adequate assurance of performance within ten (10) days after demand by Shur-Co. In the event of a breach, Shur-Co, in addition to all other rights or remedies under these Terms, at law, or in equity and without liability to Buyer, may terminate its obligations by written notice to Buyer. Buyer will pay all costs, including reasonable attorneys' fees, incurred by Shur-Co as a result of Buyer's breach.

9. LIMITED WARRANTY

We warrant all new Products are free from defects in materials and workmanship for a period of one-year after delivery to Buyer. This limited warranty is effective only if Products are properly installed and used for the purpose for which they were intended. This limited warranty applies only to Buyer and is not transferable. All used, refurbished, reconditioned, or rebuilt Products have no warranty.

Product warranty returns must be accompanied by a return merchandise authorization number (RMA#), which can be obtained by calling Shur-Co Customer Service at 866-748-7435, and sent, with freight paid, by Shur-Co. All Products returned without an RMA# will be refused. When Shur-Co issues the RMA#, Shur-Co will also issue a call tag to have a freight or delivery company, as determined by Shur-Co, pick-up the Products. C.O.D. warranty returns will not be accepted. Shur-Co will not pay any storage charges for a Product warranty return prior to pick-up.

If Shur-Co determines, in its discretion, a Product returned for warranty service is defective in material or workmanship, Shur-Co's sole obligation under this limited warranty is limited to the repair or replacement of defective Products. Repair or replacement will be at Shur-Co's sole discretion, with replacements being made using current products performing in the equivalent function. Labor charges, other than those incurred at Shur-Co's facilities, including, but not limited to, any labor to install a repaired or replacement Product, are not covered under this limited warranty.

If Shur-Co determines, in its discretion, a Product returned for warranty service to be non-warrantable, Shur-Co will contact Buyer for authorization to perform needed repair to the Product or the purchase of a replacement Product, in either instance at Buyer's sole cost and expense. Payment authorization must be received by Shur-Co before any non-warrantable Product is repaired, replaced, or returned.



The the maximum extent permitted by law, this warranty constitutes Shur-Co's liability and obligation, and buyer's sole remedy, for any breach of warranty is exclusive and in lieu of all other warranties. Shur-Co makes no other warranty, express or implied, including any warranty or merchantability, fitness for a particular purpose, or non-infringement, or that may arise from course of dealing, course of performance, or usage of trade. Shur-Co does not extend this warranty and buyer may not transfer it, to any third party.

10. LIMITATIONS OF LIABILITY

Shur-Co will in no event be liable to buyer or any third party for consequential, incidental, indirect, exemplary or special damages, including lost profits, whether in an action based on contract, tort or other legal theory, arising from or related to the transactions contemplated hereunder, even if Shur-Co knew or should have known of the likelihood of such damages. Without limiting the generality of the foregoing, in no event will Shur-Co's total liability for any claim (including any warranty claim), whether based on contract, tort, or other legal theory, exceed the total amount buyer paid to Shur-Co for the products giving rise to such liability. The existence of multiple claims will no enlarge this limit.

11. ACKNOWLEDGMENT

Buyer acknowledges Shur-Co has agreed to sell Products to Buyer, in reliance on the limitations of liability, disclaimer of warranties, exclusive remedies, and all other provisions of these Terms, and such provisions form an essential basis of the bargain between the parties, without which Shur-Co would not have agreed to sell Products to Buyer.

12. INDEMNITY

Buyer will defend, indemnify and hold harmless Shur-Co and its owners, managers, officers, employees, and agents from and against any losses, damages, claims, liabilities and expenses, including attorneys' fees, arising from or related to Buyer's or Buyer's customers' purchase or use of Products, except in the event such losses, damages, claims, liabilities or expenses are caused solely by a breach of Shur-Co's warranty under Section 8 above, in which case Shur-Co's liability, if any, will be only to Buyer and will be limited as set forth in Section 9.

13. INTELLECTUAL PROPERTY

All products, designs, devices, software, firmware, documents, data, processes, methods and other items designed, developed or produced by Shur-Co in connection with any Products are the sole property of Shur-Co and are not "works made for hire" or "commissioned works." Shur-Co retains all patents, copyrights, trade secrets and other intellectual property rights with respect to any design, process, manufacturing and other technologies used in or resulting from the development or production of Products. Neither Buyer nor any other person has any right or license in or to any patent, copyright, trade secret or other intellectual property right not expressly granted by these Terms.

14. CONFIDENTIAL AND PROPRIETARY INFORMATION

All information Buyer obtains, directly or indirectly, from Shur-Co which Buyer knows or should know is confidential to Shur-Co will remain Shur-Co's confidential information. Buyer may not disclose such information to any person.

15. LEGAL COMPLIANCE

Buyer will comply with all applicable laws, regulations and administrative rules governing the purchase and sale of Products, including export and import laws.

16. ASSIGNMENT

Buyer may not assign any of its rights or delegate any of its obligations

under these Terms, whether voluntarily, by operation of law, by merger, reorganization, asset sale, stock sale or otherwise, without Shur-Co's prior written consent, and any purported assignment or delegation without consent will be null and void. Shur-Co may assign its rights and/or delegate its obligations under these Terms in its discretion and without notice to Buyer. Subject to the foregoing, these Terms bind each party and its successors and permitted assigns.

17. FORCE MAJEURE

Shur-Co will not be liable for any delay or failure by Shur-Co to furnish Products due to causes beyond its control, such as acts of God, fires, epidemics, floods, riots, wars, terrorism, labor disputes, governmental actions or the inability to obtain sufficient materials, labor, components, energy, services, facilities or transportation on commercially reasonable terms.

18. WAIVER

Shur-Co's waiver of any right it may have or any default by Buyer will not be a continuing waiver of such right or default or a waiver of any other right Shur-Co may have under these Terms. No waiver by Shur-Co will be effective except pursuant to a writing signed by Shur-Co.

19. GOVERNING LAW; VENUE

The laws of South Dakota will govern the validity, performance and construction of these Terms and any disputes arising from or relating to these Terms or the Products. All disputes will be subject to the exclusive jurisdiction of the state or federal courts in Yankton County, South Dakota, and Buyer consents to the personal and exclusive jurisdiction and venue of these courts.

20. ENTIRE AGREEMENT; AMENDMENT

These Terms constitute the entire agreement between Buyer and Shur-Co with regard to the Products and expressly supersede and replace any prior or contemporaneous agreements relating thereto. These Terms may not be superseded, cancelled or amended except in a writing signed by each party. No other act, course of dealing, course of performance or usage of trade will supersede, cancel, modify or amend these Terms. If any provision of these Terms is determined to be invalid or unenforceable, such provision will be enforced to the extent possible and the remaining provisions will remain in full force and effect.

21. WEBSITE/ECOMMERCE SECURITY

Our servers use Secure Sockets Layer (SSL), an advanced encryption technology that works with all popular web browsers such as Microsoft Internet Explorer, Firefox, Google Chrome and AOL. This technology attempts to safeguard your personal information. We do not sell your personally identifiable information to others.

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online. Your credit card information is not stored on our site. By using this site, you agree to these terms of use. Shur-Co reserves the right, at any time, to modify, alter or update these terms, and you agree to be bound by such modifications, alterations or updates.

22. WEBSITE/ECOMMERCE COPYRIGHT

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23. WEBSITE/ECOMMERCE PRIVACY POLICY

When you make a purchase from our site, you provide your name, address, phone number, e-mail address and credit card information. We use this information to process your order(s) only. We will not knowingly provide your name to any source outside of Shur-Co. Our secure servers protect the information using advanced encryption and firewall technology. In order to most efficiently serve you, credit card transactions and order fulfillment are handled by reputable third-party banking and distribution institutions. They receive the information needed to verify and authorize your credit card and to process your order. They are under strict obligation to keep your personal information private.