

WEST COAST WASHERS STANDARD TERMS AND CONDITIONS OF SALE

GOODS SOLD BY WEST COAST WASHERS, INC (WCW) ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN BUYER'S PURCHASE ORDER OR SIMILAR DOCUMENTATION/COMMUNICATION ARE OBJECTED TO AND SHALL NOT BE BINDING ON WCW UNLESS AGREED TO IN WRITING BY A WCW CORPORATE OFFICER. BUYER'S ACCEPTANCE OF SHIPMENT OR PERFORMANCE AND/OR PAYMENT FOR THE GOODS CONSTITUTES ACCEPTANCE OF WCW TERMS AND CONDITIONS.

PRICE: Prices in effect at time of shipment of goods shall prevail. All prices quoted by WCW are subject to change without notice. Prices do not include any present or future sales tax, use tax, excise tax, value-added tax or similar taxes and where applicable, such taxes shall be billed as a separate item and paid by Buyer.

PAYMENT TERMS: A late payment charge of 1-1/2% per month (an annual percentage rate of 18%) shall be charged on all past due accounts and Buyer shall pay WCW all costs incurred by it in collecting any past due account from Buyer, including all court costs and attorney's fees. However, if the foregoing charges exceed that rate which is the maximum permitted by law, then such charges shall be calculated to the highest allowable lawful rate. Payments and other adjustments must reference the invoice number to assure proper credit. Deductions, if any, must clearly indicate reason and reference the applicable WCW credit memo number or other supporting document(s). Past due accounts are those in which invoice(s) remain outstanding beyond applicable terms.

DELIVERY: Unless otherwise noted, all sales of goods are made F.O.B. point of shipment and, in all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss shall be upon Buyer. Delivery dates given in advance of actual shipment of goods are estimates and shall not be deemed to represent fixed or guaranteed delivery dates.

WARRANTIES: Services performed by third parties are subject only to those warranties extended by such third parties. WCW MAKES NO WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ARE HEREBY EXCLUDED. Buyer is responsible for installation and use in accordance with manufacturer's instructions. WCW personnel are not authorized to alter this policy.

LIMITATION OF LIABILITY: WCW'S LIABILITY ON ANY CLAIM FOR LOSS OR DAMAGE ARISING OUT OF THIS CONTRACT OR FROM THE PERFORMANCE OR BREACH THEREOF OR CONNECTED WITH ANY GOODS SUPPLIED HEREUNDER, OR THE SALE, RESALE, OPERATION OR USE OF GOODS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS, SHALL NOT EXCEED THE PRICE OF SUCH GOODS OR PART THEREOF INVOLVED IN THE CLAIM, REGARDLESS OF CAUSE OR FAULT. THIS LIMITATION OF LIABILITY REFLECTS A DELIBERATE AND BARGAINED-FOR ALLOCATION OF RISKS BETWEEN WCW AND BUYER AND CONSTITUTES THE BASIS OF THE PARTIES' BARGAIN, WITHOUT WHICH WCW WOULD NOT HAVE AGREED TO THE PRICE OR TERMS OF THIS CONTRACT. WCW SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY LABOR CHARGES.

IN ADDITION, IF WCW FURNISHES BUYER WITH ADVICE OR OTHER ASSISTANCE REGARDING ANY GOODS OR SERVICES SUPPLIED HEREUNDER, OR ANY SYSTEM OR EQUIPMENT IN WHICH ANY SUCH GOODS MAY BE INSTALLED, AND WHICH IS NOT REQUIRED PURSUANT TO THIS CONTRACT, THE FURNISHING OF THE ADVICE OR ASSISTANCE WILL NOT SUBJECT WCW TO ANY LIABILITY, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS.

LIMITATION OF REMEDY: WCW WILL REPLACE ANY GOODS THAT DO NOT CONFORM TO ITS SPECIFICATIONS (AVAILABLE ON REQUEST), UNLESS THE GOODS HAVE BEEN PROCESSED, MODIFIED OR USED IN A MANNER CONTRARY TO THOSE SPECIFICATIONS. REPLACEMENT IS THE EXCLUSIVE REMEDY. WCW WILL NOT BE RESPONSIBLE FOR ANY DAMAGES FROM ANY CAUSE TO PERSON OR PROPERTY, DIRECT OR INDIRECT, OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

EQUAL OPPORTUNITY AND LABOR PRACTICES: The contract provisions in Section 202 of Executive order 11246, as amended, and the regulations promulgated thereunder are incorporated by reference as if fully written with respect to any order. WCW certifies that all merchandise listed on this invoice was produced in accordance with the Fair Labor Standards Act of 1938 as amended.

MATERIAL SAFETY DATA SHEETS: According to the Occupational Safety and Health Administration Standards – 29 CFR Hazard Communication 1910.1200 (b) (6), 1910.1200 (b) (6) (v), and 1910.1200 (c), an MSDS is not required for our product(s).

CREDIT BALANCE: Any credit balance issued will be applied within one (1) year of its issuance. IF NOT APPLIED BY WCW WITHIN ONE (1) YEAR, THE BALANCE REMAINING SHALL BE FORFEITED, AND WCW SHALL HAVE NO FURTHER LIABILITY.

CANCELLATION AND RETURNS: Orders for specialty items may not be cancelled by the Buyer. Orders for all other items may not be cancelled by the Buyer unless the Buyer has received prior written authorization from WCW, and may be subject to a restocking charge of 15%. The prior sentence does not apply to items quoted as "In Stock" by WCW at the time of the order. No returns of any goods (specialty or otherwise) shall be accepted by WCW unless the Buyer, after receiving shipment, informs WCW that the quality of the goods received fails to conform to WCW's specifications, and WCW (after reviewing Buyer's claim), authorizes the return in writing. Notwithstanding the prior sentence, no returns shall be accepted more than 60 days after delivery to Buyer.

FORCE MAJEUR: WCW shall not be liable for failure to deliver or for delay in delivery or performance due to (i) a cause beyond its reasonable control, (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (iii) any other commercial implacability. If such a delay occurs, delivery or performance shall be extended for a period equal to the delay.

CHANGE IN BUYER'S FINANCIAL CONDITION: WCW reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer prior to shipment without liability to WCW in the event of (i) Buyer's account is considered Past Due, (ii) Buyer's insolvency, (iii) the filing of a voluntary petition in bankruptcy by Buyer, (iv) the appointment of a receiver or trustee for Buyer, or (v) the execution by Buyer of an assignment for the benefit of creditors. WCW reserves the right to suspend its performance until payment or adequate assurance of performances has been received. WCW also reserves the right to cancel Buyer's credit at any time for any reason. Buyer, in order to provide security for the payment of the full price of goods furnished hereunder, grants WCW a security interest in the goods. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.

ASSIGNMENT OR DELGATION: Buyer shall not assign or delegate any or all of its duties or rights hereunder without WCW's prior written consent.

WAIVER, CHOICE OF LAW, AND VENUE: The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent nonperformance of any such item or condition by the other party. All transactions shall be governed by the laws of the State of Oregon, United States of America, excluding conflict of law rules. The parties hereby submit to jurisdiction in Marion County, Oregon, and agree that any disputes arising out of or related to this agreement shall be submitted to arbitration in accordance with the rules of the Arbitration Service of Portland.

GENERAL: All orders are subject to acceptance by WCW. This agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter. If any provision hereof shall be unenforceable, invalid or void for any reason, such provision shall be automatically voided and shall not be part of this agreement and the enforceability or validity of the remaining provisions shall not be affected thereby.



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