

Warranty Policy & Manufacturer Product Warranties

Seller makes no warranty, express or implied with respect to the labor and goods sold, including to merchantability or fitness for a particular purpose. Buyer recognizes that its warranty rights are limited to, and by the manufacturers of a particular product. Terms of various manufacturer warranties are listed below; this is done only for the buyer's convenience, and the warranty documents listed below may be altered at any time without notice. Buyer waives any and all claims it has or may have against Seller for any claim arising from breach of warranty, whether express or implied. In the event the buyer has a warranty claim, buyer's rights, remedies, and limitations of remedies shall be defined in and limited to the manufacturers' written warranty policies.

Terms & Conditions of Sale

All sales transactions will be subject to the following terms and conditions:

1. **Price.** Buyer shall pay the price in effect at time of delivery, together with any associated costs and applicable taxes.
2. **Payment.** Terms of payment are set on each invoice, from the date of invoice. A charge of one and one half percent (1.5%) per month is made on the past due balance on any account in order to reimburse seller for estimated administrative and other costs associated with delinquent accounts. Buyer agrees that such a charge is reasonable in the light of the anticipated or actual harm caused by reason of Buyer's delinquency, the difficulties of proof of loss, and the inconvenience or no feasibility of Seller otherwise obtaining a remedy. Buyer further agrees that such a charge is not an agreement, express or implied to give further time for payment.
3. **Delivery.** Seller shall, at its option deliver the goods F.O.B. manufacturer's plant, F.O.B. Seller's office, or F.O.B. Buyer's site. Seller shall, at its option, deliver all of the goods at one time or in portions from time to time. Delivery dates are approximate, subject to normal variations customary and unforeseen delays. In no event shall Seller be liable for any damages to Buyer arising out of any delay or lateness in shipment or performance.
4. **Title and Risk of Loss.** Full risk of loss and title passes to the Buyer upon delivery of the goods to a carrier at the F.O.B. point. This risk of loss provision shall govern even if (1) Seller has made a nonconforming tender; (ii) buyer has revoked acceptance of the goods; or (iii) Buyer has repudiated this agreement after the goods have been identified to this agreement. Buyer grants Seller a security interest in the goods to secure payment in full. Additionally, Seller may pursue any other remedies available at law or in equity.
5. **Return.** Goods may be returned only with the prior written approval of Seller. Return goods must be referenced to Seller's invoice number and must be sent freight prepaid to the location directed by Seller. Seller may collect a reasonable handling and/or restocking charge.
6. **Warranty**
7. **Limitation of Liability for Damages.** It is expressly argued that SELLER SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER arising from breach of warranty, breach of contract, negligence, strict liability or any other legal theory. Such damages include, without limitation, loss of profits or revenue, cost of capital, loss of any equipment or claims of customers of Buyer for such damages.
8. **Force Majeure.** Seller shall be excused for any non-delivery or default in performance in whole or in part due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, strikes, differences with workmen, delays in transportation, shortage of fuel, labor or materials, or any circumstantial cause beyond the control of Seller in the reasonable conduct of business.
9. **Governmental Regulations.** Seller makes no representation that the goods comply with any present or future federal, state, or local regulation or ordinance. Compliance is Buyer's responsibility.
10. **Collection Costs.** In the event buyer defaults in terms of payment, Seller may recover from Buyer all costs of collection, including, without limitation, reasonable attorneys' fees, whether or not such collection includes the commencement of a lawsuit.
11. **Terms and Conditions.** Seller's acceptance of orders is expressly conditioned upon the foregoing terms and conditions which shall prevail notwithstanding any variance with the terms and conditions of any order submitted by Buyer. Acceptance of delivery of the goods shall be deemed agreement herewith by Buyer.
12. **Law.** Florida law shall govern this transaction.
13. **Legal Disputes.** In the event a lawsuit should arise from the sale of equipment and/or labor and Seller should prevail, Seller may recover from Buyer all costs, including without limitation, reasonable attorneys' fees.
14. **Modification of Agreement.** This agreement sets forth the final expression of the agreement of the parties with respect to the goods covered by this Agreement, supersedes all prior or contemporaneous agreements among them concerning such goods, constitutes a complete and exclusive statement of the terms of this agreement and cannot be modified in any way, except in writing and signed by the parties herein.
15. **Waiver.** Waiver by Seller of any of the terms and conditions set forth above or in any other document pertaining to this transaction shall not be construed as a waiver of any other subsequent breach.