

# **Niedax General Terms of Sale and Delivery**

## **Payment Terms:**

Standard payment terms are net 30 days from the date of the invoice. Customer agrees to pay all costs incurred by Niedax in collecting delinquent amounts, including attorney's fees. All orders sold on credit are subject to Credit Department approval.

## **Freight:**

All sales are F.O.B. Destination, Freight Collect, with transportation allowed via Niedax designated mode. Additional charges for expedited shipments, special handling requirements, and orders below certain dollar amounts shall be the responsibility of Customer. Fuel surcharges may apply depending on market conditions.

## **Delivery:**

Delivery dates are estimates only. Partial deliveries shall be permitted unless other provisions have expressly been made.

## **Return Policy:**

All Niedax Group products are not eligible for return credit.

## **Warranty:**

Niedax warrants that for a period of 12 months from the date it sells a product it will, at its sole option and discretion, refund the purchase price, repair, or replace such product if it contains a defect in material or workmanship. Absence of Niedax receipt of notification of any such defect within this 12-month period shall constitute a waiver of all claims with regards to such product.

**THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Niedax shall in no event be liable for, and Customer hereby agrees to indemnify Niedax against all claims related to, special, direct, indirect, consequential, or any other damages arising out of or related to the sales, use, or inability to use the product.

**Acceptance of Order:**

Acceptance is limited to the express terms contained herein, and terms are subject to change by Niedax without notice. Additional or different terms proposed by Customer are deemed material and are objected to and rejected, but such rejection shall not operate as a rejection of the offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods. Orders are not deemed “accepted” by Niedax unless and until it confirms the order or ships the associated items.

**Prices:**

Prices are those stated on the quotation and/or order confirmation, and unless otherwise noted are based on purchasing all items on the order – pricing for individual products may vary for purchases of different quantities or item combinations. Niedax does not maintain most favored customer records, makes no representation with respect to same, and rejects any price warranty terms proposed by Customer. Niedax list prices are subject to change without notice.

**Consent to Jurisdiction:**

All transactions made pursuant hereto shall be deemed to have been made and entered into in Columbus, Ohio. Any and all disputes arising directly or indirectly from such transactions shall be resolved in the courts of the County of Franklin, Ohio, to the exclusion of any other court, and any resulting judgment may be enforced by any court having jurisdiction of such an action. All transactions shall be governed by and construed in accordance with the laws of the State of Ohio.

**Indemnification:**

Customer hereby agrees to indemnify Niedax for any costs, including attorney’s fees, incurred by Niedax as a result, in whole or in part, of any violation by Customer of any Federal, State or Local statute or regulation, or of any nationally accepted standard. It shall be Customer’s sole responsibility to comply with all applicable laws and regulations regarding the handling, se, transportation, or disposal of products upon taking possession of same.