

SANDSTROM PRODUCTS COMPANY
TERMS AND CONDITIONS OF PURCHASE
Revision 09/28/2018

1. **Price:** Prices quoted by Seller do not include freight or taxes of any nature, all of which shall be borne by the Buyer. Only a written price quotation from Seller is valid. An authorized employee of Seller must sign Price quotation. Prices are subject to change depending on market conditions as experienced by the Seller.
2. **Freight terms** are FOB Port Byron, Illinois. Title to all goods and risk of loss will pass at the time of delivery to the carrier for shipment. All products covered hereby are shipped at Buyer's risk. Unless delivery is taken at Seller's plant, seller reserves the right to determine the method of transportation. Buyer may specify the delivery method but will bear any additional expense, including, but not limited to repackaging charges and single shipment charges. Buyer will pay any demurrage charges.
3. Terms are net 30 days unless otherwise determined and agreed upon in writing between Seller and Buyer. Credit terms shall be subject to change upon review by Seller's credit department prior to shipment.
4. Seller retains testing records permanently. Flow down requirements for record retention is limited to 7 years for Seller's suppliers.
5. No merchandise may be returned without a return authorization number from the Seller. All returned merchandise is subject to restocking, handling and disposal charges, at Seller's discretion. Other terms of return are governed by the Seller's return authorization form.
6. The Seller reserves the right to make any changes in the specifications of these products, which may be necessitated by conditions or future regulations.
7. All recommendations of any kind, including but not limited to, technical data, formula, application, application rates, preparation, re-coating recommendations, and disposal instructions are given by Seller in writing. Verbal recommendations are deemed non-existent and non-binding on both Seller and Buyer.
8. Every reasonable effort is made to apply exacting standards both in the manufacture of Seller's products and in the information, which the Seller may issue concerning these products and their use. The Seller warrants product to be of good quality, **THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**, and Seller shall have no other liability with respect thereto including, without limitation, any liability for indirect, consequential or resultant damages whether due to breach of warranty or negligence. In any event, Buyer's exclusive remedy shall be return of the product and repayment of the price, or replacement of the product, at Seller's option.
9. **Force Majeure:** Seller is not responsible for any failure to make, or delay in, delivery due to circumstances beyond its control, including but not limited to acts of God, acts of Buyer, acts of civil or military authorities, priorities, fires, floods, epidemics, quarantine restrictions, wars, riots, delays in transportation, car shortages, strikes, compliance with valid Federal or state law or administrative regulations, differences with workmen or other labor difficulties and inability to obtain necessary labor, materials or manufacturing facilities.
10. The provisions of this quotation shall be construed in accordance with the uniform commercial code as enacted in the State of Illinois.
11. **FAIR LABOR STANDARDS ACT:** Seller certifies, with respect to goods manufactured by it, that such goods were produced in compliance with all applicable requirements of Section 6, 7, & 12 of the Fair Labor Standards Act of 1938 as amended.
12. Seller's terms govern: Notwithstanding any conflicting provision of any purchase order, contract, terms or conditions submitted by Buyer, the purchase and sales of the products covered hereby are subject to and governed exclusively by these Terms and Conditions, which Terms and Conditions may not be modified by Buyer without the written consent of Seller. By acceptance of the products described herein, Buyer irrevocably agrees to be bound by these Terms and Conditions.
13. Seller is the Original Manufacturer of product supplied on purchase order. *Exception: Some product PID#s beginning 'DFL-D'. A manufacturer's certificate can be supplied upon request with the original purchase of these items.* Parts and materials incorporated into the finished product are purchased from the Original Manufacturer as often as possible. However, some manufacturers require the acquisition of parts and materials through a designated distributor. Therefore, those parts and materials are traced to the Original Manufacturer as part of a Counterfeit Parts/Material Prevention and Control Plan. No other notification will be provided and no further approval shall be required by Seller for acceptance of material acquisition through distributorship.
14. All products sold are bound by the terms of Seller's Return Policy. Key points to be aware of: 1) A request for return must be submitted within 30 days of the date of shipment. 2) Returns will be charged a minimum 10% restocking fee. 3) Custom products or UOMs are not eligible for return. 4) Return Policy in its entirety is available upon request.
15. Seller limits its equipment and flow down of calibration services to the following standard: ISO 9001 at a minimum with ISO 17025 preferred and ANSI Z540 secondary.