



## TERMS & CONDITIONS

**AGREEMENT.** Sales are subject to the instructions, terms and conditions which appear on either side of the invoice. The invoice together with the terms and conditions set forth will be the complete and exclusive agreement between Buyer and Tulsa Centerless. The terms and conditions set forth herein may not be modified without the express written acceptance of Tulsa Centerless.

**TERMS OF PAYMENT.** Tulsa Centerless' standard payment terms are Net 30 days. A service charge of 1.5% may be applied to your unpaid past due balance.

**MATERIAL SALES PERMISSABLE VARIATIONS AND TOLERANCES.** All raw material products are subject to mill tolerances and variations in respect to dimensions, weights, straightness, surface conditions, composition, mechanical properties, internal conditions and quality. Deviations may occur from such tolerances and variations consistent with practical testing, inspection methods and regular mill practices with respect to over and under shipments.

**RETURNED GOODS.** Orders may not be returned without prior written authorization from Tulsa Centerless. If Tulsa Centerless determines that it is our responsibility (or that of the manufacturer in terms of material), Tulsa Centerless shall accept and rework or replace promptly. In all other cases, we will attempt to minimize the customer's expense or loss. If we authorize a return, we reserve the right to charge reasonable handling charges for returned goods.

**BUYER'S DUTY TO INSPECT.** Buyer must verify physical receipt with packing slip within 48 hours of receipt. Claims for deviations shall be made in writing within ten days. Tulsa Centerless' liability for any material that does not meet specifications shall not exceed the cost of the material.

**CANCELLATION.** Orders for materials that are already in production may not be cancelable. Special ordered material may not be canceled without prior authorization and may be subject to restocking fees. These determinations will be made at Tulsa Centerless' sole discretion.

**FORCE MAJEURE.** Failure of Tulsa Centerless to deliver hereunder, or delay in making shipments, if occasioned by fire, explosion, flood, earthquake, war, riots, insurrection, civil disturbance, accident, storm, interruption or delay in transportation, shortage, strike or other labor dispute, inability to obtain materials and supplies, acts of government, any act of God, or any other causes of like or different character beyond Tulsa Centerless' control shall not subject Tulsa Centerless to any liability to buyer.

**CLAIMS.** Claims for shortages in shipment, defective goods, or errors must be made in writing within ten days after receipt of order. Claims for shortages or damage caused by delivering carrier other than Tulsa Centerless should be made directly with that carrier. Claims for defective material may need to be inspected and approved by Tulsa Centerless or the manufacturer before credit can be issued.

**SPECIFICATIONS.** Tulsa Centerless will not be held responsible for customer specifications unless those specifications are mutually agreed to in writing at time of order.

**RESPONSIBILITY:** TULSA CENTERLESS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE AS TO THE PRODUCTS LISTED ON THE INVOICE AND SOLD TO BUYER.

TULSA CENTERLESS' SOLE AND EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO PRODUCTS SOLD IS EXPRESSLY LIMITED TO REPAIRING OR REPLACING, AT ITS OPTION, ANY PRODUCT FOUND TO BE DEFECTIVE WITHIN TEN DAYS FROM DELIVERY. TULSA CENTERLESS WILL IN NO EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO CASE SHALL TULSA CENTERLESS' LIABILITY EXCEED THE COST OF THE MATERIAL WITH RESPECT TO ANY PRODUCT FOUND TO BE DEFECTIVE.