

Terms and Conditions

Information and Instructions:

Ordering Information:

All shipments are F.O.B. our factory location. Open account status will be made only if customer has an acceptable credit rating. Non-credit accounts require, MasterCard/Visa. Any exchange of charges or any charges for non-par clearance of checks will be charged to the Buyer's account. Accounts, if not paid at maturity, are subject to additional interest charges of 1.5% per month, or the maximum permitted by law, whichever is greater. EDGECO INC. reserves the right at its option, and without liability therefore, of stoppage in transit or, to divert to itself any shipment in transit in event of the Buyer or any change of ownership of the buyer's general property occurring prior to delivery. Terms of payment and prices are subject to change at any time and from time to time. Terms will be clearly shown on each invoice

Taxes:

Any sales tax or manufacturer's processing taxes or similar taxes, excises or charges which are now or hereafter may be levied, imposed, or charged against EDGECO Inc. (whether by Federal, State, Municipal, or other public authority) on account of, or upon the sale by EDGECO INC.. to the Buyer of any EDGECO Inc. product listed herein will be to the extent authorized or permitted by law added to the applicable prices herein shown and shall be paid by the Buyer.

Acceptance of Orders:

All orders and sales contracts are subject to written approval and acceptance of EDGECO NY at Bay Shore, NY and/ or Pompton Plains NJ and are not binding on EDGECO Inc. until and unless approved and accepted in writing. Any terms or conditions of sale specified on the Buyer's purchase order or purchase contract which are in conflict with, inconsistent with, or in addition to the terms and conditions of sale contained herein, shall not be binding upon EDGECO Inc. unless expressly accepted in writing by EDGECO Inc. In case of such conflict not expressly accepted by EDGECO Inc. , the terms and conditions of sale herein provided shall be considered as superseding the conflicting terms stated in the Buyer's purchase order or contract. The acceptance of any order will supersede prior communications and constitute a complete and binding contract which cannot be modified or cancelled without the written consent of both parties. EDGECO Inc reserves the right to allow or adjust quantities on shipments against all orders, whenever, in its sole judgement it may be unable to ship quantities ordered, and an oversold condition exists as to any particular products manufactured or sold by it.

Warranty:

Buyer agrees that in connection with the sale of product of EDGECO Inc., seller makes no warranties or representations (other than EDGECO Inc. express written warranties, if any) which may impose on EDGECO Inc. any liability other than EDGECO Inc. obligation to deliver, at EDGECO Inc.'s expense, products of the same type, size and quality as that originally ordered by the Buyer to replace defective product. The Buyer agrees to indemnify EDGECO Inc. against all other liability arising from the sale and/or application of EDGECO Inc. products by the Buyer, his employees, agents or representatives.

Returned Materials:

Material is not to be returned unless prior approval is obtained in writing. Material must be in saleable condition, in original cartons, and will be subject to a 20 % re-stocking charge. No returns will be taken after 60 days from shipping date.

Custom Orders:

Any order from Buyer that is to be manufactured by EDGECO Inc. in accordance with Buyers drawings or written specifications is a "custom order". Any cancellation of the order by the Buyer must be through written notice in advance of production. Buyer will be invoiced for all material produced up to the point of cancellation, and produced material will be shipped as per the order. Produced material is defined as all finished goods and work in progress at the time notice is received in writing.

Claims and Cancellations:

All freight claims or shortages must be filed with the carrier by the Buyer. EDGECO Inc. is not responsible for delays or damage in transit. Materials are packaged and loaded in accordance with the carrier's rules to insure delivery without damage. EDGECO Inc. will give all reasonable assistance to the Buyer collecting claims. Orders cannot be canceled nor can prepared goods be deferred or extended beyond the original delivery date, except with EDGECO Inc.'s written consent. In a claim against EDGECO Inc. for defect in material, written notice and sample illustrating such defect must be submitted to EDGECO Inc. within 30 days after receipt of shipment to give the full basis for such claim. EDGECO Inc. shall have 60 days from date of receipt of such notice to inspect and direct and advise and dispose of defective material if such claim is allowed. Under no circumstances is material to be returned to EDGECO Inc. unless Buyer has received EDGECO Inc. written instruction to do so. The Buyer shall have no right to deduct the amount of any claim from EDGECO Inc. invoice until claim is allowed by EDGECO Inc. or adjudicated here so by proper authority.

Delivery and Freight:

EDGECO Inc. reserves the right to determine the shipping point on all shipments, the carrier (full routing), and type of transportation equipment on truckload and carload shipments. Delivery to the carrier at point of origin shall constitute delivery to the Buyer on such delivery. EDGECO Inc. shall attempt to comply with but will not guarantee requested shipping date and loading and routing instructions. EDGECO Inc. shall not be liable for failure to deliver or delay in delivery of any order regardless of cause. All shipments shall be on a prepaid and add basis (exceptions to be negotiated on a account by account basis). Shipping charges do not reflect the actual carrier discount.

Liability:

EDGECO Inc. warrants only that at the time of shipment the goods sold here-under will be those described in the order. There are no other warranties of any kind, express or implied. EDGECO Inc. liability on account of any warranties or claims of any kind shall be limited to the replacement of the goods in question or, at EDGECO Inc. options, a credit to the Buyer of the purchase price paid. In no case will EDGECO Inc. be liable for prospective profits or for special, indirect, or consequential damages. All claims against EDGECO Inc. are waived by the Buyer unless filed with EDGECO Inc. in writing 30 days from date of receipt of shipment.

Technical Advice:

Any technical advise furnished or recommended by Edgeco Inc.. or any representative of Edgeco Inc. concerning any use or application of any product is believed to be reliable but the company makes no warranty of results obtained. The customer shall test and verify for suitability for the intended use.