

Shane Industries – Standard Terms & Conditions

FOB Point: Shipping from one of three Zip Codes 77032, 07014, and 06770

Freight Charges: Freight charges will be prepaid and added to the invoice.

Changes: Changes or modifications to original order are subject to additional charges at

our prevailing rates.

Quoted Prices: SHANE reserves the right to correct any errors in pricing. Quoted prices are valid

for 30 days. Prices guoted are based on the purchase of all the items in

quantities quoted unless otherwise indicated.

Cancellation: Orders placed with SHANE cannot be cancelled or changed

without seller's written consent.

Limited Warranty: One year from invoice date against defects in materials and

workmanship. SHANE's responsibility is limited to repair or

replacement and only when returned to SHANE under a SHANE issued RMA

number at Buyer's expense.

Acceptance Point: SHANE Industries, Houston, Texas 77032

Title of Goods: Title of all goods shall pass to Buyer upon shipment from SHANE Facility.

Shipping Dates: Shipping Dates are estimates only.

Payment Terms: Net 30 Days for approved credit.

Late Payment Penalty: SHANE Industries reserves the right to charge 1.5% per month from date of

invoice after 30 days.

Credit Approval: Acceptance, shipment, delivery and performance of work

hereunder is contingent upon SHANE approval of Buyer's

credit standing.

Governing Laws: These terms and conditions and all contracts between the

parties should be governed and construed in accordance with the laws of Massachusetts (MA). Buyer agrees that any and all causes of action arising under or from these Terms and Conditions and/or any contract by and between the parties hereto shall only have jurisdiction and venue in the local, state or federal courts of MA; consents to the jurisdiction of any local, state or federal

court located within MA upon service of process made in accordance with the statutes of MA and the United States.