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# TERMS & CONDITIONS OF SALE

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**ACCEPTANCE:** All orders shall be subject to the following terms and conditions and acceptance in writing by ZIRCAR Refractory Composites, Inc. (ZRCI). In the case of orders for custom goods, customers should supply 3 copies of all applicable drawings and technical specifications at the time of ordering.

**TELEPHONE ORDERS:** Telephone orders are accepted at the risk of the caller as shipments may be made before receipt of confirmation. Customers should confirm telephone orders with a hard copy.

**CONFIRMATION OF ORDERS:** Confirming orders must be marked "CONFIRMATION". Orders not marked "CONFIRMATION" may be accidentally treated as new orders and duplicated. We are not responsible for expenses or inconvenience thus incurred.

**PRICES:** Prices are F.O.B. Florida, NY, USA and in U.S. dollars. Prices are subject to change without prior notice. All shipments will be invoiced in U.S. dollars, at prices in effect at the time of shipment. Clerical and typographical errors are subject to correction.

**MINIMUM ORDERS:** There is a \$50.00 minimum dollar amount for all orders.

**SET-UP CHARGE:** On non-stock items, a set-up charge may be made, and in this event, it will be quoted as a separate item either as a set-up charge or a non-recurring set-up charge. Unless otherwise expressly provided, any tools, dies, or fixtures which may be developed for use in the production of the goods covered shall be owned by ZRCI even though you are charged in whole or part for the cost of such tools, dies, and fixtures.

**CERTIFICATE OF COMPLIANCE:** Supplied upon request. Orders with dollar value of less than \$500.00 will be charged \$50.00.

**PACKING:** No charge for packing for domestic shipments of stock items. Special packing may be required for safe shipment of large custom items. This packing may be subject to a nominal charge.

**TAXES:** ZRCI's prices do not include sales, use, excise, or similar taxes. Thus, in addition to the price specified herein, any present or future sales, use, excise or similar taxes applicable to the products sold hereunder shall be added to the price and paid by the Purchaser. The foregoing shall not apply to any taxes upon presentation of valid tax exemption certificates.

**INSURANCE:** ZRCI's policy is to insure all outgoing shipments unless instructed, in writing, not to. In all cases, risk of loss or damage to goods in transit shall fall upon the Purchaser, which shall file any resulting claims with the carrier.

**DELIVERY TIMES:** Shipping dates are approximate. ZRCI shall not be liable for delay in delivery or failure to manufacture due to causes beyond its reasonable control, nor shall ZRCI be required to allocate production and deliveries in this event, between customers. ZRCI reserves the right to make partial shipments, unless other instructions are given.

**HOLD FOR RELEASE ORDERS:** Unless specific instructions are given in writing by customer, orders will be entered into the normal production schedule for immediate shipment upon completion of manufacturing. Orders held for release for shipping beyond 30 days of completion may be subject to storage charges.

**PAYMENT TERMS:** Payment may be made in advance of shipment or by Letter of Credit. In the case of custom products we may require full payment in advance, partial payment or progress payments. Payments made by wire/bank transfer will incur a \$35.00 bank fee.

**CREDIT TERMS:** ZRCI may extend credit to customers in good standing. ZRCI reserves the right to make the final decision regarding the extension of credit. Unless otherwise specified in writing, by ZRCI, payment for goods shipped under credit terms will be made by the buyer within 30 days from the date of invoice. A finance charge will be added to the balance over 30 days. Buyer shall reimburse ZRCI for any expenses incurred while collecting delinquent accounts receivable.

**CANCELLATION:** Buyer may cancel its order(s), in whole or part, only upon written notice to ZRCI, and upon payment of reasonable cancellation charges, which shall include expenses and commitment costs incurred by ZRCI and attributable to such order(s). Cancellation charges shall be at least 10% of the purchase price of the goods covered by the canceled order(s). In the case of canceled orders for custom product where processing has started, ZRCI may charge up to the full invoice price for the material.

**CLAIMS:** Authorization to return goods must be obtained from ZRCI before returning any merchandise. Claims on price or invoicing errors are to be made within ten days. Claims for defective material or variations from ordered specifications or tolerances should be made immediately after receipt of merchandise. Claims made 3 months after shipment will not be honored.

**RETURNS:** Standard materials returned and received in satisfactory condition within 30 days and will be subject to a 20% restocking charge.

**WARRANTY & LIMITATION OF LIABILITY:** ZRCI warrants that the products to be delivered shall be of the type specified, uniform in quality and free from defects in material and workmanship. ZRCI MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. ZRCI's liability under the above warranty shall not exceed the cost of correcting any defects in replacement of the products delivered. The Purchaser assumes all risk and liability for the results obtained by the use of any product in combination with other articles or materials or in the practice of any process. It is expressly understood that any suggestions, drawings, and technical advice furnished by ZRCI with reference to the use of its materials is given gratis and ZRCI assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at the user's risk.

**PATENTS:** Purchaser shall hold ZRCI harmless against any expense or loss from infringement of patents or trademarks arising from compliance with Purchaser's designs, specifications, or instructions in the manufacture of the products. ZRCI shall not be liable for any use made by Purchaser, of the product furnished Purchaser, which is covered by an adversely held patent.

**APPLICABLE LAW:** The rights and duties of the parties to this transaction shall be governed by the laws of the State of New York.

**FINAL AGREEMENT:** Any change or departure from the above stated terms and conditions or agreements to accept customers own terms and conditions of purchase, shall be valid only upon written approval of an officer of ZRCI.



**ZIRCAR Refractory Composites, Inc**  
PO BOX 489  
FLORIDA, NY 10921-0489  
Tele: (845)-651-2200, Fax: (845)-651-1515  
e-mail: sales@zrci.com  
Home page: <http://www.zrci.com>

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