

# DRYTAC TERMS AND CONDITIONS OF SALE – DEALERS

## ORDER ACCEPTANCE

All orders received are subject to acceptance by Drytac and are governed by Drytac's Standard Terms and Conditions of Sale (A complete copy is available upon request.)

## PRICING

All prices quoted are subject to revision without notice and orders will be accepted only on the understanding that they will be executed at prices that are in effect at the time of shipping. It is the Buyer's responsibility to establish current prices at the time of order. (Prices do not include any applicable taxes. Please furnish a copy of a tax exempt or resale certificate where required by law.)

## SHIPPING

All prices quoted are FOB from the applicable Drytac location. Unless instructed otherwise, orders will be shipped via the most economical method.

**FREE FREIGHT:** Orders over \$5,000.00 'NET' qualify for free ground freight in the contiguous US. To qualify for free or reduced freight, order must be paid according to the terms of your account. All freight will be charged on each applicable invoice and if qualified and timely payment is made, the freight should be deducted from the amount paid. Note: the following items do not qualify for free freight. 1) any items that require additional charges due to special packaging such as 5 gallon pails, 2) all magnetic products, 3) all equipment and related parts.

**DROP SHIP:** A standard charge of \$25 will be assessed to all orders shipping directly to customer locations.

## LEAD TIME

Lead time is 2 to 3 weeks delivery from date of order

## LOSS/DAMAGE/SHORTAGES

Drytac is not responsible for loss, damage or any delay in transit. It is the responsibility of the Buyer to immediately inspect all deliveries for loss or damage. In the event that there is evidence of loss or damage, a notation to this effect must be noted on the carrier's waybill. The carrier should be notified by telephone and in writing. All claims should be made directly with the carrier, but we will be happy to assist. Drytac must be advised within 24 hours of receipt of shipment of any claims for shortages or damage.

## RETURNS

Drytac will not accept any returns for any reason without prior authorization. Such authorization is by way of a Return Authorization (RA) number and such number must be clearly marked on both the product(s) being returned and the exterior of all packaging. Return authorization does not constitute that a credit will automatically be issued and returns for reasons other than defects are subject to a 20% re-stocking charge. All returns to Drytac are to be shipped freight prepaid. No returns will be accepted after 60 days from date of invoice.

## SLITTING CHARGES

There is a \$50 set up fee and \$10 fee per roll for all slitting requests.

## PAYMENT

Payment can be made as follows:

1. Prepayment by check prior to shipping. (Please call for freight charges.)
2. Open Account - Net 30 days to customers who have pre-established credit. (Note: No order will be shipped if a customer's account is in arrears and a 2% service charge per month will be assessed on all overdue accounts.)

## LIMITED WARRANTY AND LIABILITY

All statements, technical information and recommendations made by Drytac and its employees, agents, affiliates, and subsidiaries are based on our research and are believed to be accurate, but do not constitute a guarantee or warranty. All Drytac products are sold with the understanding that the Purchaser has independently determined the suitability of such product for their particular purpose under their own operating conditions. (Note: All specifications are subject to change without notice). The Purchaser assumes all risk and liability whatsoever in connection with their use of any Drytac product. The products in this price list are sold without any warranty as to merchantability or fitness for a particular use or any other warranty expressed or implied. No Drytac employee or representative has any authority to waive or change the foregoing provisions, and no statement or recommendation not contained herein shall have any force or effect unless made in writing and signed by an officer of Drytac. The following is made in lieu of all warranties, expressed or implied. Drytac's only obligation shall be to replace or credit such quantity of the product proven to be defective at its discretion. In no event shall Drytac be responsible for any incidental or consequential damages whether foreseeable or not caused by defects in such product and whether or not such damage is caused by Drytac's negligence.