

Seller's Terms and Conditions

1. US and Canadian Shipping Terms and Conditions

Orders to be shipped ground will be shipped same day if placed by 3:00 p.m. EST/EDT.
Orders to be shipped express will be shipped same day if placed by 4:00 p.m. EST/EDT.

All orders – freight paid by customer.

All pricing is EXW from the Static Control warehouse unless otherwise agreed to in writing.

2. Shipping Methods

Most recognized trucking and express shipping companies

All orders – freight paid by customer.

3. Payment Methods

*American Express *MasterCard *Visa (**Credit Cards may only be used for payment in full at the time of the transaction unless otherwise agreed, in writing, between Seller and Buyer**)

Wire Transfer

Check (Fee of \$25 will apply to all returned checks)

Credit account with approved credit application

Credits not used within 90 days from credit memo date are null and void.

4. Product Returns –

~No returns for Inventory Adjustments will be accepted

~No returns on product over 1 year from date of purchase.

Returns will not be accepted without a Return Merchandise Authorization (RMA) number.

Please call the RMA Department at 919-774-3808 or 800-488-2426 Mon. thru Fri. – 8:00 a.m. to 6:00 p.m. EST/EDT

Product must be received within 30 days from the RMA issue date and must reference the RMA number and the original invoice number.

5. Prices

Prices subject to change without notice

Seller is not responsible for any typographical errors

Prices listed are in U.S. dollars

Subject to minimum order requirements

Other Terms:

1. **Price:** Price is as listed on the invoice

2. **Shipment:** Shipment is described as EXW Sanford, North Carolina unless otherwise noted on the invoice

3. **Terms of Payment:** **Payment is due on date of invoice unless otherwise noted on the first page of the invoice. All sums invoiced shall be paid in accordance with the terms noted on the invoice. Any outstanding balance not paid on time shall bear interest at the rate of 1 ½% per month, compounded monthly.**

4. **Collection Expenses:** **In the event Buyer fails to pay Seller in a timely fashion and Seller initiates collection or legal action, the Buyer agrees to pay all of Seller's collection or legal expenses, including but not limited to, court costs and attorney's fees.**

5. **Delays:** Seller will not be liable for any delay in the performance of orders or contracts, delivery or shipment of goods or for any loss or damage suffered by the Buyer by reason of such delay, whether or not the delay is the result of Seller's negligence.

6. **Limitations on Damages and Disclaimer of Indemnification:** Seller has made a good faith effort to determine that the goods shipped are of good commercial quality and are not in violation of any patent trademark or copyright. In the event any goods are defective due to faults in their manufacture or packaging or through any other fault of the Seller, Buyer shall notify Seller immediately, stating the full particulars in support of his claim, and Seller will either replace the goods upon return of the defective or unsatisfactory goods, or Seller shall credit the Buyer's account with the cost of such goods. Under no circumstances shall Seller or anyone in privity with Seller be liable for, or provide indemnification to buyer for, consequential or other damages, claims, liabilities, losses or expenses (including attorney's fees) resulting from, in connection with or by reason of, the use or the inability to use goods purchased from Seller for any reason.

7. **Warranty:** The advice of Seller's technical staff is available to the trade, but Seller does not control or supervise the subsequent use of such advice or the installation of its products or the use of its products for sale, and therefore does not warrant or guarantee such advice. All products are warranted to be free from defects in material and workmanship. The warranty period varies per product category (go to www.scc-inc.com for current warranty periods). **NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH ON THE INVOICE, BUT IN ANY SUCH CASE, SUCH WARRANTY OR GUARANTEE IS LIMITED AS DESCRIBED IN PARAGRAPH 6 ABOVE.**

8. **Special Orders:** If any material shall be manufactured and/or sold by Seller to meet the Buyer's particular specifications or requirements and is not part of Seller's standard line offered by it to the trade generally in the usual course of Seller's business, Buyer shall defend, protect and save harmless Seller against any suits at law or in equity and from any damages, claims for actual or alleged infringement of any United States or foreign patent, and shall defend any suit or action which may be brought against Seller for any alleged infringement because of the manufacture and or sale of the material covered thereby.

9. **Contract:** These terms and the terms of the credit agreement, if any, are the entire contract between the parties. Said contract and its terms are the only terms upon which Seller will accept orders and are not subject to any other terms in purchase orders, written agreements or verbal agreements. Any different or additional terms proposed by Buyer are rejected unless accepted in writing and signed by both parties.

10. **Choice of Law and Venue:** The laws of the State of North Carolina shall govern and control the interpretation and validity of this agreement without regard to choice of law rules. Any dispute over the terms of this agreement or arising out of this agreement shall be litigated in the Federal or State courts having jurisdiction over Lee County, North Carolina.

11. **Seller's Standard Guarantee:** Seller makes every effort to determine its materials shipped are of good commercial quality. In the event any material Seller ships is defective due to faults in manufacture, packaging, or through some other fault of Seller and its vendors, then Seller will replace the defective material at no additional cost to the customer. This is the Buyer's only remedy under this guarantee.

* All trademarks, registered trademarks and brand names within this document are for descriptive purposes only and are the property of their respective owners.