



Conditions of Sale

General: It is understood that no oral promises, agreements, or other understandings exist except as herein specified. Precise Finishing Systems is hereinafter referred to as "PFS" and the buyer, owner or purchaser is hereinafter referred to as "Purchaser". PFS shall have no obligation to maintain this proposal after thirty (30) days

Delivery: Shipping promise shown is based on present conditions of supply and scheduling. If, however, it is imperative that shipments be made earlier than indicated, please advise and PFS will make an immediate investigation with a view to improving delivery to meet your requirements. Shipping and completion dates expressed or implied are based on prompt receipt of order and or approved drawings. Shipping promise will be calculated from time of receipt of order, approved drawings or release for fabrication, whichever is later. PFS shall not be responsible for delays in shipment or completion due to conditions beyond its control, including, but not limited to, accidents, strike, actions of mobs, default of delivery promises by suppliers, operation of the law and acts of God.

Specifications: Items quoted are intended to conform to plans, specifications, and or descriptions available, but conformity is not guaranteed by PFS and should be verified by Purchaser.

Delays by Purchaser: Quotations assume, unless otherwise stated, that Purchaser's order will permit PFS to obtain or set aside necessary material and schedule production immediately upon receipt of order and or approved drawings. If the conditions of Purchaser's order or delay of over thirty (30) days in returning approved drawings do not permit obtaining, or setting aside material or scheduling production, PFS reserves the right to review and re-quote to adjust any increase in costs experienced by PFS from the date of order to date of release for fabrication by Purchaser. If completion of fabricated material is made to coincide with the scheduled delivery and shipment is delayed by Purchaser, such material will be subject to invoicing upon storage in our yard. Such storage to be at Purchaser's risk and any expense involved in storing or moving shall be for Purchaser's account. PFS shall not be obligated to change completion schedule after fabrication has begun. Expense caused by such delays during fabrication or installation, caused by Purchaser shall be borne by Purchaser.

Hauling: If hauling or shipping charges are included or quoted, such quotation is F.O.B. cars or trucks. Unless otherwise specified, Purchaser is to receive and unload any material on trucks, which cannot be unloaded at site by PFS' driver. If changes in shipping rate are made before shipment, contract price will be adjusted accordingly.

F.O.B. Plant: Shall be interpreted to include loading on cars or trucks at PFS' plant, but does not include blocking and anchoring.

Terms: To firms of approved credit, Net thirty (30) days after date of invoice. Any other terms are subject to approval of an officer of PFS.

Title: Title to and ownership of said property shall remain vested in PFS until the entire purchase price herein provided for shall have been paid in full in cash, in case of failure or refusal to make payments when due, then and in any such event, the whole of the unpaid portion of the purchase price shall, at PFS' option, become immediately due and payable.

Taxes: Contract price is subject to increase by amount of any Sales, Use or Excise Tax or other similar tax, however designated, levied or charged, either by Federal, State, City or other governmental agency, unless such tax is specifically included in quotation.

Price Adjustment: Price or prices quoted herein are based on present material, shop and freight costs. In the event of a change, before completion, in aforementioned factors, PFS reserves the right to adjust the selling price to directly reflect such changes.

Unassembled Material: PFS will not perform the work of assembly or installation with existing material or material furnished by others, is sold subject to inspection and acceptance by Purchaser before material leaves PFS' plant. Claims incidental to assembly by others cannot be honored.

Workmanship and inspection: Unless otherwise specified herein, all materials shall be furnished subject to the common manufacturing tolerances and variations of PFS' standard inspection at place of manufacture. If inspection by the Purchaser is required and provided for, such inspection with consequent approval or rejection shall be made before shipment.

Guarantee: Products that may prove defective in workmanship or material within one year of shipment, with ordinary wear and tear excepted, are guaranteed to the extent that any such product will be repaired or replaced F.O.B. factory except that the Passport IBC or any other blow molded product shall have a warranty period of one (1) fill, with ordinary wear and tear excepted. Remanufactured or reconditioned blow molded products are not covered under any warranty period. Under no conditions shall PFS be held liable for loss of time or contents, removal or installation costs or consequential damage, which may be attributed to such defects. Products of other manufacturers, assembled with, or accessory to, these products are subject to warranty of their manufacturer.

Acceptance: If this proposal meets with your approval, please indicate on your purchase order that the order is an acceptance of this quotation, and refer to our quotation number and date of same.