

## TERMS

### We Reserve the Right to Refuse Service to Anyone

#### Claims for Shortage or Loss Must Be Made Within (5) Days from Date of Sale

**PRICES:** Non-contract prices are subject to change without notice. We reserve the right to substitute brands and/or items with appropriate equals. A minimum purchase is required; \$5.00 (plus tax) for immediate payment orders subject to "Will Call" and \$50.00 (plus tax) for purchases requiring delivery or shipment, or when utilizing billing terms (excluding rentals).

**SALES TAX:** Will be added to all sales (except services), within the state of California, unless an approved resale card has been provided (stating each item type subject to exemption) prior to purchase. Unless the item is intended for resale in its original form, the item shall be subject to sales tax if item is seen in the final product that is being sold (such as filler metals & paints).

**QUOTATIONS:** All quotations are made for immediate acceptance unless otherwise stated in writing. Payment is assumed by credit card or C.O.D. (prepaid for non-inventory & special order items) unless an existing account (in good standing with available credit) is in place.

**SECURITY INTEREST:** It is agreed between the Seller & Buyer that the Seller shall retain a security interest in all products sold until such time as the specific invoices on said property are satisfied. Default in payment for said merchandise shall give rise to repossession by Seller without notice to Buyer. To avoid finance charges, pay all invoices according to the terms (shown on the face of the invoice). All "Past Due" invoices shall automatically incur finance charges at a periodic rate of 1-1/2% per month (or an annual percentage rate of 18%).

**CYLINDERS:** Rental cylinders remain the property of Seller at all times and are subject to rental charges (for the period of time possession is taken from the Seller until return). The customer shall pay for lost, stolen or damaged cylinders at the current prevailing rate. Buyer shall not release cylinders to others, or cause cylinders to be refilled, without written consent of Stoody Industrial & Welding Supply, Inc. Cylinders that are empty should be promptly returned to Stoody Industrial & Welding Supply, Inc.

**RENTAL EQUIPMENT:** Rental Equipment is and shall at all times remain the sole and exclusive property of the Seller. Buyer shall use and operate the rental equipment in a manner usual and customary for the type of equipment involved and shall be liable to the Seller for any and all damages incurred by abuse or misuse of the equipment. Buyer shall not release the equipment to others. Buyer hereby assumes and shall bear the entire risk for loss of, theft of, damage to, or destruction of rental equipment or any item thereof from any cause whatsoever.

**RETURNED GOODS:** No merchandise may be returned or credited without authorization and shall be subject to a 20% restocking charge. Invoice number and date of sale must be furnished with merchandise. Custom & special order merchandise is not returnable, nor refundable.

**PRODUCT LIABILITY:** We endorse the guarantee of each manufacturer. If the merchandise sold is proved to be defective a replacement or repair will be made, as provided by that manufacturer. We assume no other liability, implied or otherwise, for; labor, damage, transportation, or other cost. Seller will not be liable for consequential damages, loss or expense arising in connection with the use of, or the inability to use, its goods for any purpose regardless of damages, loss or expense resulting from any act (or failure to act) by Seller, whether negligent or faithful, or for any other reason. Neither will Seller be liable for any consequential damages, loss or expense arising from failure or delay in delivery or failure to produce goods. Seller's liability under no circumstance will exceed the contract price for goods claimed to be defective, or not delivered. Products sold are intended for use by skilled professionals. It shall be understood that an item(s) serviceability and/or resulting performance, including safety information, is and must be, the sole responsibility of the Buyer. Buyer's reliance on information provided is at Buyer's risk. Stoody Industrial & Welding Supply, Inc. shall not be held responsible for information provided.

**COMPRESSED GAS TRANSPORTATION:** Due to safety precautions, the Seller prefers to deliver compressed gas cylinders to the Buyer. However, if it is necessary for the Buyer to transport compressed and/or liquefied gas cylinders, it will be at the Buyer's risk. You must comply with DOT, OSHA and any other Federal, State or Local regulations. The Seller does not assume any responsibility. A transportation guide published by the Gases & Welding Distributor Supply Association (GAWDA) is available.

**Do not place cylinders in trunk or enclosed space, cylinders should not be transported in an automobile or passenger van; it is extremely dangerous and could cause explosion, asphyxiation or fire. If Buyer wishes to transport cylinders, Buyer must initial the front of this form and agrees to release the Seller and its' employees from all potential liabilities.**

**CAUTION:** Products and/or the usage thereof provided by Stoody Industrial & Welding Supply, Inc may be a hazard to your health. Buyer must comply with OSHA, DOT and any other Federal, State or Local regulations. Some products/chemicals (provided by Stoody Industrial & Welding Supply, Inc.) are known to the state of California to cause cancer, birth defects, other reproductive harm and/or health risks.

In a proceeding, or action, related to a breach of these terms by the Buyer, the Buyer shall reimburse Seller for any and all reasonable costs and attorney's fees incurred by the Seller. The jurisdiction of enforcement is the State of California.

Material Safety Data Sheets are available upon request.