

Terms and Conditions of Quotation and Sale

FC Tech and/or its DBA HF Alkylolation Equipment

1. These Terms and Conditions govern all sales of goods or services by Seller to Buyer. Seller agrees to supply the ordered goods or services only upon the terms and conditions contained herein. Seller's acceptance of Buyer's order and agreement to deliver the ordered goods or services is expressly made conditional on Buyer's acceptance of Seller's terms and conditions set forth below. In the event that Buyer's Purchase Order includes terms and conditions that differ from or are in addition to the following, such additional or different terms and conditions shall be considered mere proposals for modification which must be expressly accepted by Seller in writing in order to become effective.
2. As used herein, "Buyer" refers to the party who submits a purchase order which is confirmed by and made subject to these Terms and Conditions. "Seller" means FC Tech, LLC or its DBA HF Alkylolation Equipment and "Purchase Order" means the purchase order, electronic order or any other order submitted by Buyer.
3. Pricing & Delivery in Seller's Quotation are developed based on information provided by Buyer, including - but not limited to - process conditions, equipment specifications, **quantity**, and/or required delivery date. Said pricing and delivery may be subject to change in the event that the above referenced information provided by Buyer is incomplete, inaccurate, subsequently modified, or otherwise does not provide the appropriate specifications or quantity. All such prices expire and become invalid if not accepted within thirty (30) calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. In the event Seller extends credits to Buyer to be used at a later time, those credits shall be cancelled after a period of three (3) years from the date the credits were issued. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other items provided to the Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same. All requests for returns shall be evaluated on a case by case basis and may be subject to additional fees.
4. Seller's commencement of the production and/or delivery of the goods and/or services ordered by Buyer shall constitute a firm contract on the terms stated in Seller's confirmation and the Terms and Conditions contained herein. Seller's confirmation of Buyer's Purchase Order is not subject to any other terms and conditions unless such terms and conditions are set forth in an agreement signed by both Seller and Buyer that reference and specifically amend these Terms and Conditions.
5. All goods furnished hereunder are delivered by Seller but manufactured by others. **AS SUCH, THE GOODS ARE BEING FURNISHED BY SELLER "AS IS" AND SELLER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WHETHER EXPRESS OR IMPLIED WHATSOEVER WITH RESPECT TO SUCH GOODS. BUYER ACKNOWLEDGES AND AGREES THAT THIS WAIVER OF EXPRESS AND/OR IMPLIED WARRANTIES HAS BEEN SPECIFICALLY BROUGHT TO THE BUYER'S ATTENTION AND EXPLAINED TO BUYER IN DETAIL.** Seller will pass-through or transfer to Buyer the benefit of any third-party warranties that are applicable to the goods to the extent that the warranties are transferrable. **SELLER EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ORDINARY USE, AND NONINFRINGEMENT WITH RESPECT TO ANY AND ALL GOODS OR SERVICES FURNISHED HEREUNDER.**
6. Seller's liability to Buyer on any claim, whether based on contract, warranty, tort (including but not limited to negligence, negligence per se, vicarious liability, etc.), strict liability, or any other claim that may arise with respect to the goods or services delivered hereunder, shall in no case exceed the purchase price of the goods and services or part thereof. In no event shall Seller be liable to Buyer for any special, punitive, direct, indirect, pecuniary or non-pecuniary, incidental or consequential damages arising out of, or as a result of, the sale, delivery, non-delivery, servicing, use or loss of use of the goods or any part thereof, or for any charges or expenses of any nature incurred, regardless of Seller's negligence and Buyer agrees to indemnify and hold Seller harmless from any and all such claims of damage by Buyer or others.
7. If Buyer resells the goods, the terms of Sections 5 and 6 shall be incorporated into the agreed terms of such resale. If Buyer fails to do so, Buyer shall indemnify Seller for any and all demands, claims, suits, damages, losses, judgments and liabilities, including reasonable attorneys' fees, expenses and other costs of litigation, fines, penalties or assessments asserted against Seller, in excess of that stipulated in Section 5. Buyer and any of its successors or assigns agree to waive any right to subrogation of any claim whatsoever that may arise as a result of this agreement.
8. Seller expressly disclaims any and all liability for the proper design, manufacture, or operation of any goods, parts or components designed, manufactured or supplied by the Buyer to the Seller, or third party parts specified by Buyer. This includes any design, modification or addition to Seller's goods that is provided by the Buyer to the Seller, whether or not Seller has agreed to such Buyer's design, modification or addition.
9. To the maximum extent allowed by law, Buyer agrees to defend, indemnify and hold harmless Seller, its parent companies, subsidiaries, affiliates, and each of their respective employees, officers, directors, contractors, assigns and agents for any cost, expense, fee, fine, damage or other liability, including without limitation attorneys' fees and costs arising out of any actions, suits, claims, arbitrations, investigations, proceedings, demands and/or incidents ("Claims") in connection with or arising out of or are alleged to arise out of or in connection with Seller's furnishing of goods and/or services to Buyer under any Purchase Order or in any way related to the performance thereof excepting only those damages, liabilities or costs attributable to the negligence or intentional acts or omissions of the Seller, an agent or employee of the Seller.
10. Unless otherwise agreed upon in writing by Seller, all amounts provided on quotations, order confirmations, and/or invoices are denominated in US dollars (\$USD) and payment terms are net thirty (30) days from shipment. All orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller, then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
11. The goods shall be delivered to Buyer at the F.O.B shipping point specified in Seller's order confirmation. All responsibility and costs of shipping and delivery beyond the F.O.B point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B shipping point specified in the purchase order. All claims for shortage of or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 3 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.