1. ACCEPTANCE: Unless and until a person authorized by the Seller signs an acknowledgement, no order will become effective as a valid contract binding upon the Seller, or conditions included in any order, which are in any way inconsistent with, or in addition to, these Terms and Conditions [except additional provisions specifying quantity and shipping (if any instructions)] shall not be applicable or binding upon the Seller.

2. CREDIT: First time purchasers may be required to provide credit information and/or be subject to a credit check. In the event of bankruptcy, Buyer shall make full payment of the purchase price according to the terms of the Notice is within the thirty (30) days from receipt of goods. A restocking fee of 30% will be charged for all distribution products returned with authorization if the Seller deems product not defective. Distributed materials and products are provided “as is” without warranties of merchantability, non-infringement of intellectual property, or fitness for any particular purpose. In no event shall the Seller be liable for any incidental, indirect, or consequential damages, including but not limited to any loss of profits, business interruption, or loss of information, arising out of the inability to use the manufactured products, even if the Seller have been notified of the possibility of such damages.

3. PRICE: Seller reserves the right to change or withdraw prices for the products it offers for sale without prior notice, subject to valid conditions set forth in quotations and/or contracts. Early and/or spot orders are billed for time and material. All currency is US dollars.

4. TAXES: If Buyer claims tax exemption, it shall provide Seller with a tax exemption certificate acceptable to the taxing authority, and Buyer shall make full payment for all sales tax. If Buyer is required to pay sales tax, it is the Buyer's responsibility to pay that tax directly to its imposing state.

5. PAYMENT: Unless otherwise specified herein, subject to approval by Seller, terms of sale are prepayment or payment in advance. If payment is not made within one hundred (100) days from receipt of goods, a finance charge of 1% per month, or the maximum interest rate allowed by law, whichever is lower, will be assessed.

6. MANUFACTURED PARTS WARRANTY, REMEDY AND RETURNS: Claims for manufactured parts must be reported by Buyer within ten (10) days of receipts of goods. Parts must be returned with Delaire USA RM within thirty (30) days from receipt of goods. A restocking fee of 30% will be charged for all distribution products returned with authorization if the Seller deems product not defective. Distributed materials and products are provided “as is” without warranties of merchantability, non-infringement of intellectual property, or fitness for any particular purpose. In no event shall the Seller be liable for any incidental, indirect, or consequential damages, including but not limited to any loss of profits, business interruption, or loss of information, arising out of the inability to use the manufactured products, even if the Seller have been notified of the possibility of such damages.