



POWERHANDLING

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1. **ENTIRE AGREEMENT.** The provisions on the face hereof and these Terms and Conditions of Sale constitute between PowerHandling, Inc ("PowerHandling") and the Buyer supersede Buyer's purchase order and all other prior communications between the parties whether written or oral. Any terms in any future communication from Buyer containing additional or contrary terms are rejected, unless accepted in writing by an authorized representative of PowerHandling.
2. **ACCEPTANCE.** No order is effective until accepted in writing by PowerHandling.
3. **PRICES.** Price quotes are effective so long as they are accepted within 30 days of the quote and the requested shipment date is within 60 days of the quote. Otherwise, the products will be invoiced to Buyer at PowerHandling's prices in effect at the time of the shipment.

Applicable tariffs, duties, or surcharges may be added to the quoted price before you order and are subject to change with little notice. To be safe, we advise checking the validity of the quote with us at time of order. If your order involves international vendors and extended lead time, we will work with you to come to an agreement on unknown tariff exposure before ordering.

At the time of order, if any of the material to fulfill your order is exposed to unknown tariff charges, you will be notified before we accept your order. We will not accept your order until we have an agreement on unknown applicable tariffs, duties, and government-imposed charges. We know this is strange. Any known charges will be included as a surcharge in the quote and are subject to change at any time with little notice. If between your quote and your order the tariffs changed significantly in your favor or in our favor, your order will not be accepted, and we will send an updated quote.
4. **WARRANTY.** PowerHandling warrants that its products meet its published product specifications in effect at the time of manufacture. This warranty does not cover damage in shipment. PowerHandling makes no other express warranties. PowerHandling disclaims all implied warranties, including merchantability and fitness for a particular purpose. Warranty or defect claims must be received by PowerHandling within the earlier 30 days after discovery or one year of shipment. Buyer's sole recourse for breach of warranty is either the replacement of defective products with conforming products or the return of purchase price, at PowerHandling's sole discretion. Short count claims must be made in writing within 30 days of receipt of the products. PowerHandling may require verification of any such claim. Defective goods should be shipped to PowerHandling, freight prepaid, but only after prior written approval by an authorized PowerHandling officer. Claims that are not made within the applicable claims period are deemed waived.
5. **DAMAGES.** PowerHandling will not be liable for any incidental or consequential damages, including lost profits.
6. **DELAY AND NON-DELIVERY REMEDY.** PowerHandling will use reasonable efforts to meet any shipment or delivery dates specified by it, but those dates are estimates only. PowerHandling will notify the Buyer if a shipment or delivery date will not be met and, if possible, the time when delivery can be expected. In addition, PowerHandling will have no liability on account of any delay in delivery of any products directly or indirectly caused by fire, flood, accident, strike, labor dispute, unavailability of transportation, shortages or unavailability of labor, material, fuel or supplies or actions by governmental authorities or agencies or any other similar event of act of God beyond the reasonable control of PowerHandling.
7. **SHIPPING TERMS.** Unless transportation is provided by Buyer, and except as hereinafter provided, all orders are F.O.B. Buyers designated delivery site. These shipping terms apply only on single shipments of a single order to one destination within the continental United States. Excess charges incurred, through special routings, at Buyer's request will be charged to Buyer.
8. **CARRIER LOSS AND DAMAGE REMEDY.** If any of the goods specified on the carrier's delivery receipt are short or damaged, Buyer should not accept them or sign the receipt until the carrier Reseller makes a shortage or damage notation on the receipt. If concealed loss or damage is discovered, Buyer must contact the delivering carrier at once and request an inspection. In either event, Buyer must notify PowerHandling immediately of such shortage.
9. **WAIVER.** Waiver by PowerHandling of any provision of this Agreement shall not be deemed a waiver of future compliance therewith, and such provision, as well as other provision hereunder, shall remain in full force and effect.
10. **APPLICABLE LAW AND JURISDICTION.** The terms and conditions of sale are subject to and will be construed in accordance with the laws of the State of Washington. PowerHandling and Buyer expressly agree that original jurisdiction of any dispute arising under or pursuant to the Agreement shall lie in the Common Pleas Court of Spokane County, Washington except in the event that PowerHandling, in its sole discretion, elects to cause any dispute hereunder to be adjudicated by binding arbitration. In that event, each of the parties hereto shall select one arbitrator, and the two thus selected shall select a third which three arbitrators shall hear and determine the dispute between the parties.
11. **ASSIGNMENT.** Buyer is prohibited from assigning or delegating any right or duty without PowerHandling's prior written consent.
12. **CANCELLATION CHARGES.** Buyer is prohibited from canceling this order unless PowerHandling agrees in writing to a cancellation charge that takes into account work completed and material used, together with all incidental or consequential damages incurred as a result of such cancellation, less any value recoverable from the disposal of such products.
13. **TERMS OF PAYMENT.** If the financial condition of Buyer becomes unsatisfactory to PowerHandling, or Buyer is in default to PowerHandling under any other order, PowerHandling may require payment in cash before shipment of the products. Any open account balances extending beyond PowerHandling's statement terms are subject to 1½% carrying charge each month based on the average unpaid balance.
14. **TAXES.** Prices specified herein do not include any federal, state or municipal sales, use, excise or other taxes. Therefore, in addition to the price specified herein, the amount of any such sales, use, excise or other taxes applicable to the sale of the products covered hereunder shall be paid by buyer or in lieu thereof Buyer shall furnish PowerHandling with tax-exemption certificates acceptable to said taxing authorities.

If our Standard Terms and Conditions of Sale are not acceptable to you, please contact us immediately to cancel your order.