

*Building Quality Trailers Since 1974*

Terms & Conditions of Sale

• ACCEPTANCE OF ORDER

Any terms or conditions on your sales order/quote or other similar instrument, which are in addition to or inconsistent with PRATT Industries US, LLC.'s (Hereinafter referred to as "Seller") terms and conditions on the sales order/quote and herein, shall not be binding on Seller, and shall not apply to this transaction, unless specifically agreed to in writing in Seller's acceptance and acknowledgment.

We reserve the right to render this quotation null and void, if upon receipt, the dimensions, specifications, or materials, are other than those indicated in this quote. In such cases, we will issue a new quotation as per the actual specifications. Seller reserves the right to impose adjusted prices on purchase orders prior to shipment with an advance notice. Customer will have a right to refuse changes and cancel or adjust the order quantity as mutually agreed.

• Delivery

Delivery promises are contingent upon fires, strikes, accidents, or other causes beyond our control. We will endeavor to maintain shipping promises, but cannot guarantee to do so.

• Terms

Unless otherwise specified, all invoices are payable within the payment terms provided on the sales order/quote; a 3% service charge will be added monthly on past due accounts. Buyer agrees to pay Seller's expenses of collection, including reasonable attorneys' fees and court costs.

• Warranty

Unless otherwise specified, goods manufactured by Seller shall conform to the description, shall be fit for the ordinary purposes for which such goods are used, and shall be free of defects in material and workmanship at the time of shipment. Any models or samples shown or relied upon were shown or used for purposes of illustration only, and this is not a sale by sample. The Buyer acknowledges that it is familiar with the goods sold, and aware of the limitations of such goods. The warranties contained in this paragraph are made expressly in lieu of any and all other warranties express or implied. The Seller does not warrant that the goods are merchantable or fit for any particular purpose except as expressly provided herein.

• Liability

Seller's liability and Buyer's remedy for breach of warranty is expressly limited to the repair or replacement of any products sold hereunder which Seller determines is nonconforming, provided said nonconforming products are report to Seller within thirty days of receipt of same by Buyer. Seller retains the right to render credit for the purchase in lieu of furnishing a repair or replacement product. In no event shall Seller be liable hereunder or otherwise for loss of profits, special, incidental or consequential damages of any kind including any damage to Buyer's products or equipment due to the failure of the quoted goods to conform with the requirements of the warranty. Purchaser shall not be entitled to warranty remedies if the product is improperly stored, installed, altered, abused, or mis-used.

- **Cancellations**

Orders accepted by us may not be canceled or shipment deferred without our written consent and only then under terms that will indemnify us against all loss.

- **Taxes**

Prices quoted are subject to any and all Federal, State, or Municipal taxes which may be imposed prior to actual shipment of merchandise.

- **Patents**

We only assume patent liability on goods made under our own patents or under other patents for which we have licensee privileges. Such liability; however, does not extend to the use of such goods infringing combinations.

- **Indemnity**

Buyer shall indemnify, defend and save Seller harmless from and against any and all claims, demands, damages, liability, loss, cost, expense, and attorney's fees which Seller may incur, suffer or be required to pay arising from damage to property, or bodily injury to or death of any person, arising out or resulting from any defect in design for goods manufactured in compliance with Buyer specified designs. Buyer shall indemnify, defend and save Seller harmless from and against any and all claims, demands, damages, liability, loss, cost, expense, and attorney's fees which Seller may incur, suffer or be required to pay arising from any claims of patent infringement resulting from Seller manufacturing goods to Buyer provided.

- **Returns**

No goods are to be returned without permission. Products are not returnable for credit or replacement, unless authorized in writing by PRATT Industries US, LLC.

- **Miscellaneous**

All stenographic or clerical errors are subject to correction. Open account billing and terms of payment are subject to approval by our Credit Department. When we deliver goods to the transportation company in good order and take their receipts, our responsibility ceases. The invoice and the sale provided for hereby shall be governed by and construed in accordance with the laws of the State of Michigan, USA. In the event that any provisions herein shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.