

**ROSS DECCO Company**  
**STANDARD TERMS AND CONDITIONS OF PRODUCT SALES**

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**1. CONTRACT**

These terms and conditions constitute all of the terms and conditions of the contract between Purchaser and ROSS DECCO Company. The terms and conditions in Purchaser's Purchase Order are without force and effect and are not binding upon ROSS DECCO except to the extent, if any, that such terms and conditions are identical to ROSS DECCO' terms and conditions.

**2. QUOTATIONS AND ACCEPTANCE OF ORDERS**

All quotations for ROSS DECCO products, including those quotations made by ROSS DECCO representatives, are made without obligation to ROSS DECCO, and are subject to acceptance by ROSS DECCO at its offices in the state of Michigan. Unless otherwise specified, all quotations are made for immediate acceptance, and are subject to change without notice.

**3. PRICE**

A. The prices specified herein are subject to change without notice. Unless otherwise stated, all prices are f.o.b. shipping point and are in U.S. Dollars.

B. Prices specified herein include no sales, use, occupation, or other similar tax, local or foreign.

C. The prices specified herein include ROSS DECCO regular packaging only. Any special packaging requested by Purchaser, including special protection for export shipment, must be at Purchaser's expense, and the cost of such special packaging must be in addition to the prices stated.

D. A minimum billing of Twenty-five (\$25.00) Dollars per shipment (invoice) applies, which amount may not include transportation charges, taxes, and any other special charges and assessments.

**4. TAXES**

Purchaser will pay the appropriate governmental officials directly for all sales, use, occupation, gross income, and similar taxes or charges levied, assessed, or imposed on Purchaser in connection herewith, or, at or after shipment of materials by ROSS DECCO, imposed on such materials or on ROSS DECCO or which may be required to be collected by ROSS DECCO; provided, however, that if ROSS DECCO is required to, or does, pay any such taxes or charges, Purchaser will reimburse or indemnify ROSS DECCO for such taxes or charges.

**5. PAYMENT**

A. Invoices are payable by Purchaser Net Thirty (30) Days from date of issue. Finance charge of one and one-half percent (1.5%) per month applies to past due amounts. Each shipment must be treated as a separate and independent contract. Shipments delayed by the Purchaser may at ROSS DECCO' option become due from the ordinary delivery date requested by Purchaser, and, if special material or products are in process by ROSS DECCO, periodic invoices may be rendered by ROSS DECCO to Purchaser in amounts based upon the contract price and percentage of completion. Material or products held or stored by ROSS DECCO for Purchaser must be at the risk and expense of the Purchaser.

B. Unless otherwise noted herein, payment for products shipped by ROSS DECCO must be made at the principal office of ROSS DECCO in Ferndale, Michigan, in United States funds, without exchange or similar charges, payable to the order of ROSS DECCO.

C. ROSS DECCO collection expenses, including those for drafts when payment is made and accepted by ROSS DECCO in a different currency, are chargeable to the Purchaser.

D. ROSS DECCO retains a security interest in the goods sold hereunder until the purchase price with respect to such goods has been paid in full and such payment in full must be deemed a condition precedent to the extinguishment of the security interest.

**6. SHIPMENTS AND DELIVERIES**

A. Shipments are made at the Purchaser's expense and ROSS DECCO is not responsible for drayage, demurrage, or other transportation charges incurred at destination. Risk of loss during shipment must be upon Purchaser and transportation insurance will be taken out only at the Purchaser's request, in which case the expenses will be charged to Purchaser

B. All shipments and deliveries of products remain at all times subject to Purchaser's financial condition being at all times satisfactory to ROSS DECCO. ROSS DECCO may decline to make deliveries except on receipt of full or partial payment in advance or of other security satisfactory to ROSS DECCO whenever ROSS DECCO, for any reason, must be in doubt as to the financial responsibility of Purchaser.

C. ROSS DECCO is not liable or responsible for delay in shipment or delivery or for nonperformance of contracts, in whole or in part, if such delay or nonperformance is due to fires, floods, riots, strikes, acts of God, differences with workmen, accidents, casualties, subcontractor's or vendor's delays, inability to procure raw materials, delays in transportation, acts of Purchaser, any law, order, regulation, or request of the United States Government, or any agency thereof, and any state or municipal governmental authority, or any other cause beyond ROSS DECCO' direct control and the date of delivery must be extended for a period equal to the time lost by reason of the delay. Receipt by Purchaser of products constitutes a waiver of all claims for loss or damage due to delay.

**7. WARRANTY**

All products sold by ROSS DECCO are warranted for a period of one-year from the date of purchase to be free of defects in material and workmanship. ROSS DECCO' obligation under this warranty is limited to repair or replacement of the product or refund of the purchase price paid solely at the discretion of ROSS DECCO and provided such product is returned to ROSS DECCO freight prepaid and upon examination by ROSS DECCO is found to be defective. This warranty becomes void in the event that product has been subject to misuse, misapplication, improper maintenance, modification or tampering.

THE WARRANTY EXPRESSED ABOVE IS IN LIEU OF AND EXCLUSIVE OF ALL OTHER WARRANTIES AND ROSS DECCO

EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ROSS DECCO MAKES NO WARRANTY WITH RESPECT TO ITS PRODUCTS MEETING THE PROVISIONS OF ANY GOVERNMENTAL OCCUPATIONAL SAFETY AND/OR HEALTH LAWS OR REGULATIONS. IN NO EVENT IS ROSS DECCO LIABLE TO PURCHASER, USER, THEIR EMPLOYEES OR OTHERS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY RESULT FROM A BREACH OF THE WARRANTY DESCRIBED ABOVE OR THE USE OR MISUSE OF THE PRODUCTS. NO STATEMENT OF ANY REPRESENTATIVE OR EMPLOYEE OF ROSS DECCO MAY EXTEND THE LIABILITY OF ROSS DECCO AS SET FORTH HEREIN.

IN NO EVENT IS ROSS DECCO LIABLE TO PURCHASER, USER, THEIR EMPLOYEES, OR OTHERS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH OCTOBER RESULT FROM A BREACH OF THE WARRANTY DESCRIBED ABOVE OR THE USE OR MISUSE OF THE PRODUCTS. NO STATEMENT OF ANY REPRESENTATIVE OR EMPLOYEE OF ROSS DECCO MAY EXTEND THE LIABILITY OF ROSS DECCO AS SET FORTH HEREIN.

## **8. INSPECTIONS, CLAIMS, DEFECTS, & SHORTAGES**

A. Careful visual inspection of products promptly upon receipt is the responsibility of Purchaser. All of such inspections must be conclusive with respect to the absence of defects and imperfections in products and with respect to the conformity (as to quality or otherwise) of the products to the provisions of the contract, insofar as such defects, imperfections, or nonconformity could be found by a careful and diligent visual inspection. Failure of Purchaser to notify ROSS DECCO of any such defects, imperfections, or nonconformity at the time of such inspection must be an immediate and automatic release of any and all claims of Purchaser relative thereto.

B. In any event, any claims of defects must be presented to ROSS DECCO within seven (7) days of installation or original use of the products by Purchaser or Purchaser's designee, and ROSS DECCO must be fully discharged of all responsibility with respect to any such claims not presented by Purchaser to ROSS DECCO prior to expiration of said seven (7) day period.

C. Any products claimed by Purchaser to be defective must be retained and made available for inspection by ROSS DECCO. Such products must be returned to ROSS DECCO upon express request by ROSS DECCO. Purchaser agrees to comply with ROSS DECCO' instructions with respect to disposition of such products.

## **9. ASSUMPTION OF RISK**

Purchaser assumes all risks or liability whatsoever resulting from the sale or use of the products covered hereby.

## **10. MODIFICATIONS**

In the event Purchaser desires changes in the products to be furnished by ROSS DECCO, such changes must be subject to ROSS DECCO' acceptance and Purchaser will pay ROSS DECCO such additional appropriate charges as ROSS DECCO may determine and any increased resulting cost must be paid by Purchaser in accordance with the terms hereof.

## **11. RETURNED GOODS**

A. Only standard, volume product in current demand & new unused condition will be considered for return for credit or replacement.

B. Returns for credit or replacement (whether pursuant to Paragraph 8C hereof or otherwise) must be accepted only if previous consent in writing was received from ROSS DECCO. Products approved for return must be accompanied by a packing slip, which must make reference to Purchaser's order number and ROSS DECCO' original invoice number covering the products being returned. Unless the return is due to an error on the part of ROSS DECCO, goods approved for return must be shipped to ROSS DECCO, transportation charges prepaid, and the Purchaser must be subject to a restocking or handling charge with respect thereto.

## **12. CANCELLATION**

Special, custom developed product may not be cancelled. Any other order cancelled by Purchaser must be subject to a reasonable cancellation charge, which will be taken into consideration expenses incurred and commitments made by ROSS DECCO in performance of its obligations with respect to the order cancelled.

## **13. FAILURE OF ROSS DECCO TO ENFORCE RIGHTS**

The forbearance or failure of ROSS DECCO to enforce any of the terms and conditions of the contract or to exercise any right accruing from any default of Purchaser may not affect or impair ROSS DECCO' rights in case such default continues or in case of any subsequent or other default of Purchaser, and such forbearance or failure does not constitute a waiver of other or future defaults of Purchaser.

## **14. LAW & JURISDICTION GOVERNING CONTRACT**

The contract must be construed in accordance with the laws of the state of Michigan and must be treated in all respects as a Michigan agreement subject only to the courts of Oakland County, Michigan.

## **15. NONDISCRIMINATION IN EMPLOYMENT**

ROSS DECCO maintains an equal employment opportunity and non-discrimination program for all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, handicap or disability, or status as a Vietnam-era or special disabled veteran, in accordance with federal and local laws.

## **16. ERRORS**

Typographical and clerical errors herein are subject to correction. ROSS DECCO reserves the right to correct the prices and/or terms of all quotations and orders, if it is found that, due to typographical or clerical errors, including the interpretations of customers' requirements, such prices or terms are incorrect.

(rev 09/2014)

### **CAUTIONS**

Standard ROSS DECCO cautions apply,  
available upon request or at [www.rossdecco.com](http://www.rossdecco.com)