



GENERAL TERMS AND CONDITIONS OF SALE

The following terms and conditions of sale shall apply to any sale of goods and services by 3S – Superior Sealing Services LLC. Purchaser shall be deemed to have full knowledge of the terms and conditions herein and such terms and conditions shall be binding if either the goods and services referred to herein are delivered to and accepted by Purchaser, or if Purchaser does not within five days from the date hereof deliver to 3S – Superior Sealing Services LLC., written objection to said terms and conditions or any part thereof.

1. ACCEPTANCE

These Terms and Conditions supersede all other terms and conditions, oral or written, and all other communications between the Purchaser and 3S – Superior Sealing Services LLC. These Terms and Conditions represent the final and complete understanding of the Purchaser and 3S – Superior Sealing Services LLC., and may be amended or cancelled only by written agreement signed by both Purchaser and 3S – Superior Sealing Services LLC. These Terms and Conditions expressly limit acceptance to these provisions. No order shall have any force or effect until acknowledged in writing by 3S – Superior Sealing Services LLC. Any proposal for additional or different terms or any attempt by Purchaser to vary in any degree any of the provisions of these Terms and Conditions is hereby deemed material and is objected to and rejected. No terms of any document or form submitted by Purchaser shall be effective to alter or add to the provisions contained in these Terms and Conditions. Unless otherwise stated herein, Purchaser's receipt of any portion of the goods ("Goods") shall constitute acceptance of these Terms and Conditions, unless Purchaser immediately returns all such Goods.

2. QUOTATIONS

Unless otherwise stated, 3S – Superior Sealing Services LLC., quotation shall be null and void unless accepted by Purchaser within thirty (30) days from the date of quotation.

3. PRICES

All quoted prices are in U.S. dollars and based on the current costs of manufacture. Unless otherwise stated in the quotation, quoted prices are subject to change by 3S – Superior Sealing Services LLC., with or without notice until Purchaser's acceptance.

4. DELIVERY

A. Force Majeure - Delivery dates are approximate, dating from the receipt of Purchase Order and all manufacturing information, and 3S – Superior Sealing Services LLC., shall have no liability to Purchaser for Purchaser's delay or default in delivery due to strikes, secondary boycotts, riots, wars, accidents, fires, floods, explosions, vandalism, government embargoes, priorities or regulations, transportation delays, shortage of labor, fuel, materials, supplies, power transportation facilities or tooling capacity or other similar causes beyond 3S – Superior Sealing Services LLC's., reasonable control. Under no circumstances shall 3S – Superior Sealing Services LLC., have any liability for penalties or other consequential damages of any kind resulting in whole or part from 3S – Superior Sealing Services LLC., delay in delivering or failure to deliver any products to Purchaser as agreed.



B. Shipments - 3S – Superior Sealing Services LLC., will use its discretion for shipping method when no instructions are provided by Purchaser.

C. Shipping Claims - 3S – Superior Sealing Services LLC., does not assume responsibility for loss or damage during transit. Any damage claims should be filed with the carrier by the Purchaser.

5. RISK OF LOSS, TITLE, AND SHIPMENT

Risk of damage, destruction or loss and title to the Goods passes to Purchaser upon delivery to the designated carrier, and upon such delivery no damage, destruction or loss of the Goods shall release Purchaser from its obligations and liabilities to 3S – Superior Sealing Services LLC under the Agreement. 3S – Superior Sealing Services LLC will ship in accordance with instructions supplied by Purchaser, but if Purchaser fails to furnish such instructions, 3S – Superior Sealing Services LLC will select what is, in its opinion, the most satisfactory manner of shipping and will designate the carrier to be used for the shipment. Unless otherwise mutually agreed, shipping dates are approximate and based upon prompt receipt of all necessary information. Any prepayment by 3S – Superior Sealing Services LLC of freight charges shall be for the account of Purchaser and shall be paid by Purchaser with the total purchase price for the Goods.

6. TERMS OF PAYMENT

Terms are net thirty (30) days. Late payments shall be subject to change of terms of payment or suspension of work and further deliveries, or both, until Purchaser provides security or other assurances as demanded by 3S – Superior Sealing Services LLC.

7. TAXES

Any tax imposed on 3S – Superior Sealing Services LLC., by any law or governmental entity on the sale or use of the products sold by 3S – Superior Sealing Services LLC., shall be in addition to the sale price thereof.

8. CANCELLATION.

Cancellation or modifications of all or part of any order are subject to 3S – Superior Sealing Services LLC., prior written consent in each instance. Purchaser is subject to cancellation charge for any work in progress or charges incurred on the basis of cost to 3S – Superior Sealing Services LLC.

9. RETURNED GOODS

Return of goods purchased from 3S – Superior Sealing Services LLC., will be considered only if goods are in its original packaging and in new and resalable condition. Special gaskets manufactured to Purchaser's specific measurements are not returnable. Authorized returned items are subject to a restocking fee and should be returned with 3S – Superior Sealing Services LLC's Return Authorization Number.

10. CLAIMS

All claims for discrepancies should be made within ten (10) days after receipt of shipment and must be in writing.



11. WARRANTY

Goods sold hereunder are covered by a warranty against defects in material and workmanship provided the goods and services are subjected to normal use and service. 3S – Superior Sealing Services LLC., warrants its workmanship for a period of one (1) year from the shipment date. Defective goods will be replaced or repaired, free of charge including transportation charges.