

Gerard Daniel Worldwide - Terms and Conditions.

1. WARRANTY: Gerard Daniel Worldwide (“GDW”) warrants that all products supplied by it will conform to the specifications, drawings, samples and other descriptions furnished to it by the Customer at the time the Customer placed its purchase order. Any subsequent changes by the Customer to its specifications, drawings, samples and other description, as well as any additional requirements regarding certifications, documentation or quality control procedures, are not accepted by GDW unless and until such changes have been specifically agreed to in writing by an officer of GDW.

GDW further warrants that its products will be of good material and workmanship and will meet or exceed the requirements specified in ASTM E 2016 “Standard Specification for Industrial Wire Cloth.” In the case of a breach of this warranty, GDW shall promptly replace the defective products or give the Customer a full credit for the purchase price and transportation costs (if applicable) relating to the defective product.

The foregoing notwithstanding, GDW shall give no warranty regarding the merchantability, suitability or fitness for the particular purpose the Customer intends to use the GDW-supplied product for. Further, GDW shall not be liable for any indirect, special, punitive, exemplary or consequential damages, including, but not limited to damages for lost production, lost revenue, lost profits, lost business, business interruptions or recalls regardless of cause.

2. DELIVERY: Unless alternative arrangements are specifically agreed to in writing by an officer of GDW, the Customer agrees to accept shipments of the entire quantity ordered within the time frames delineated by the Customer’s original purchase order. If a specific delivery schedule is not delineated in the Customer’s original purchase order, a maximum delivery time of 12 months from GDW’s first shipment against that specific order will apply.

The Customer further agrees to accept excess or short deliveries of not more than 10% of the quantity ordered, which will be invoiced on a pro-rata basis.

The GDW shall not be responsible for any delay in or failure of delivery due to any occurrence known as force majeure, or any other causes, circumstances or contingencies beyond GDW’s control which prevent or hinder the design, manufacture or delivery of the goods or the performance by GDW of any of its other obligations hereunder.

In the event that GDW’s ability to make required delivery or otherwise perform its obligations hereunder is restricted, GDW shall give prompt written notice to the Customer of the happening of any such occurrence, and the Customer’s order shall be either cancelled or deferred without liability on GDW’s part for so long as the contingency prevents or delays its completion. If after the termination of such contingency GDW is still not able to fulfill all of its outstanding commitments for goods of the kind to be sold hereunder, GDW shall ship, and the Customer shall accept, without liability on the part of GDW, delivery of goods to Customer at least pro-rata with quantities of goods delivered by GDW under commitment of GDW to others pre-existing such contingency.

3. PAYMENT: Unless alternative arrangements are specifically agreed to in writing by an officer of GDW, the Customer shall pay the prices stipulated in its purchase order within 30 days after the date of GDW’s invoice.

In addition to all other rights it may possess, for credit reasons or any other default by the Customer under its purchase contract with GDW, GDW shall have the right to withhold shipments, in whole or in part, and to recall goods in transit, retake the same, and repossess all goods which may be stored with GDW for the Customer’s account, without the necessity of taking any other proceedings, and the Customer consents that all merchandise so recalled, retaken or repossessed shall become the absolute property of GDW, providing that the Customer is given full credit for the price of such material reclaimed by GDW (which credit may be given by offset against any amounts due from Customer to GDW).

No amounts due for deliveries under this order shall be subject to any form of setoff or retain age by the Customer for any counterclaim arising from this or any other transaction with the GDW.

4. SHIPPING INSTRUCTIONS: All shipping instructions or specifications with respect to shipments of goods shall be delivered by the Customer to GDW in writing in sufficient time to permit GDW to make such shipping arrangements. In absence of receipt by GDW of such instructions by the Customer, shipments shall be made in such time and by such means as GDW shall reasonably determine.

5. JURISDICTION: The respective rights and obligations of the Customer and GDW with respect to the sale of goods hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

6. ACCEPTANCE: GDW’s Terms and Conditions contained herein shall control the terms and conditions of this transaction between the Customer and GDW. These Terms and Conditions may not be waived, varied or changed, nor are additional terms by Customer acceptable, except as consented to in writing by an officer of GDW. The Customer’s acceptance is expressly limited to the GDW’s terms and conditions, notwithstanding any provisions found in the Customer’s forms. Terms and Conditions appearing on the Customer’s purchase order or incorporated therein by reference which are inconsistent with those stated herein are not accepted and shall not be binding on GDW.

7. WAIVER: Failure or delay by GDW in the exercise of any rights hereunder shall not be construed to be a waiver of such rights. No waiver by GDW of any breach hereunder shall be effective as against GDW unless GDW shall have waived such breach in writing, and no waiver by GDW of one breach hereunder shall be deemed to be waiver by GDW of any other breach not so waived.