

Email: info@giindustries.eu - Web: <https://giindustries.eu>

Tel Europe: +44 7464 727015 - Tel USA: +1 203 800 8120



GI Industries Terms and Conditions of All Sales

Your order is accepted but acceptance is expressly conditioned upon acceptance by you of the terms and conditions contained herein. Seller is not bound by any terms in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with Seller's terms which are included herein. Seller's failure to object to provisions contained in any Buyer's forms shall not be deemed a waiver of the provisions of the Seller's terms and conditions which shall constitute the entire, final and exclusion contract between parties. This agreement between Seller and Buyer (the "sales contract") with respect to the products (the "products") and/or services (the "services") shall consist of the terms described in this document together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. The sales contract shall be for the benefit of the Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the sales contract, shall not be binding on the Seller.

The sales contract may not be modified or rescinded except by writing signed by Seller and Buyer. If all or part of the sales contract is terminated by such modification or rescission, Buyer, in the absence of contrary written agreement between Seller and Buyer, shall termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.

Any tax or other governmental charge (a) upon the production, sales, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice. Also any and all taxes are the responsibility of the customer. Seller is only authorized to collect sales taxes in the State of Connecticut

Payment: All exports are 100% prefunding prior to shipping.

Special Custom Order: No refunds or cancellations once ordered.

Military Tenders: No refunds or cancellations once equipment is ordered.

Prices: All order will be accepted on a "price in effect at date of shipment" basis.

Taxes & Duties: Export customers are responsible for all customs, duties and taxes.

Cancellation: Any order cancelled will have a 35% restocking fee which will cover GI Industries' expenses for rescheduling of Production, dis-assembling of shipment, printing material discarded, fees associate for legal documents etc. **(Does Not Include Custom or Military Orders)**

Special Or Custom Products: Merchandises or systems are Not Returnable. Hazardous Waste Products/Systems, Duct Cleaning Systems, Pipe Cleaning Systems, Military Tenders are Not Returnable.

Delays to ETAs & Lead Times

All lead times provided at time of purchase are estimates only and are subject to change. Changes to lead times are out of our control.

Non Collection of Goods

The Supplier shall be entitled to resell the Products ordered by the Purchaser in the event that the Purchaser does not collect the Products within Eight (8) weeks of the delivery date and due notice. We use your last email address or mobile number held on file.

Storage Fees

If you do not collect your goods promptly we reserve the right to charge a storage fee of \$150 per week per pallet to hold goods until delivery/collection occurs and apply an administration fee to your order. Payment of the storage fee and administration fee must be paid before we will release the goods to you.

Returns: all merchandise must have approval of Seller for returns. No item can be returned without a Return Authorization Number (RMA) from Seller. Merchandise returned "must be" New and Unused condition and in the original box. Merchandise returned is subject to a 35% restocking fee.

Seller warrants to Buyer that the products at the time of shipment will be free from defects in material and workmanship.

We reserve the right to alter prices and product specifications without prior notice. Images may or may not include optional equipment

No modifications to this agreement unless GI Industries Inc. and Buyer mutually agree to changes and are put forth in writing as an addendum to original contract with authorizing signatures from both Companies.

Buyer shall determine the suitability of all products for their intended use and assume all risk and liability in connection therewith. Shipment are FOB. Buyer takes ownership once the product leaves GI Industries dock/address. All shipping charges are incurred by Buyer.

Shipments are insured for full replacement value. Shipping dates are estimated only & not guaranteed. Seller will not be liable for any damages due to any delay in shipments for any reason whatsoever. Title & risk loss or damages passes to Buyer on delivery to carrier.

This Agreement shall be governed by and in accordance with the laws of Connecticut, USA.

GI Industries

525 Fan Hill Rd - Monroe, CT 06468 - USA

Approved: Brian G. Good

Sales Manager GI Industries

Email: info@giindustries.eu

Web: www.giindustries.eu