

# Salentine Pump & Equipment, Inc.

N56 W13262 Silver Spring Rd.

Menomonee Falls, WI 53051

P: (262)798-5000 F: (262)798-5444

## Salentine Pump & Equipment, Inc. Terms and Conditions of Sale

### **Credit Terms**

Buyer agrees to the standard payment terms of NET 30 for all invoices from Salentine Pump & Equipment, Inc.

The terms of payment are subject to the approval of our Credit Department and in case of doubt arising as to the purchaser's financial responsibility; shipments may be suspended until satisfactory credit rating is established.

Buyer agrees to pay interest at the rate of 1.5 percent per month on any balance not paid and received within the stated payment terms. Such interest shall be payable within 30 days from the interest invoice date. Buyer and seller agree that whenever is legally permissible that laws of the State of Wisconsin will be applicable as to the maximum rate of interest, which may be charged on sums payable under this contract. In the event charging interest at the rate of 1.5 percent per month would be a violation of the law, buyer and seller agree the interest rate will be adjusted to the highest legal rate. Buyer agrees to pay all legal fees incurred in the process of collecting unpaid and past due Salentine Pump & Equipment, Inc. invoices.

### **Return of Products**

Written authorization must be obtained from Salentine Pump & Equipment, Inc. before any product can be returned for credit.

All returns are subject to a restock fee. Products that are returned after 60 days, are missing parts, used or damaged will not be accepted for return.

### **Terms of Payment**

All credit card transactions will be assessed a 4 percent processing fee.

Payments made via check or ACH must be dated prior to the due date printed on the invoice to avoid any interest charges and accompanied by a remittance detail emailed to [Mike@salentinepump.com](mailto:Mike@salentinepump.com)

### **Limitation of Liability**

(a) The remedies of the parties are as set forth under the Terms & Conditions of Sale and are exclusive and sole remedy for Distributor and Customer.

(b) Provided that nothing in the Terms & Conditions of Sale will exclude or limit the Distributor's (or its associated, affiliated, subsidiary or holding companies') liability for fraud or damages for death or personal injury caused by its negligence, the Distributor's (or its associated, affiliated, subsidiary or holding companies') will not be liable to the Customer under or in connection with the Terms & Conditions of Sale or any collateral contract, or the "products" or any products or services supplied by the Distributor under or related to these Terms and Conditions of Sale, for any loss of profit, loss of income or contract, loss of goodwill, or for special, incidental, indirect or consequential loss or damage of any kind whatsoever, whether based on or arising in tort (including negligence), breach of contract or otherwise.

(c) Notwithstanding the unenforceability or invalidity of any other provisions of the Terms and Conditions of Sale, the Distributor and/or its customers for, under or in connection with the Terms and Conditions of Sale, whether in contract, tort (including negligence) or otherwise shall not exceed, in respect of each event or series of connected events, the purchase price of the product upon which such liability is based.

### **Deliveries**

Delivery of the equipment hereunder will be FOB [Place of Origin], unless otherwise stated on the order, and thereafter risk of loss will be upon the purchaser.

Shipping dates given in advance of actual shipment are estimated. We will not be liable for delays resulting from fire or other casualties, labor or transportation difficulties, delays at our usual source of supply, or without limitation by the foregoing, any other causes beyond our control.

Transportation Company's receipt constitutes delivery after which our responsibility ceases. Claims for shortage must be made within five days after receipt of goods.

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**Risk of Loss**

Delivery of product to a carrier at the Salentine Pump & Equipment, Inc. facility from which the product is shipped will constitute delivery to the customer. Upon delivery of product to the carrier, all risk of loss or damage to such product will pass to and be borne by the customer. Salentine Pump & Equipment, Inc. will not have any liability for any product after delivery to a carrier, including any liability for delays in transit to the customer. No loss, damage or delay in transit of product after delivery to a carrier will affect the Customer's obligation to pay the purchase price and other applicable charges.