

Terms & Conditions of Buildcorp Direct LLC

1. Terms: Unless otherwise agreed to in writing, payment terms are to be paid in full with order. Open accounts are available to qualified customers providing three credit references along with the completed Buildcorp Direct LLC Credit Application. Accounts with overdue balances may automatically have their credit withdrawn until all outstanding balances are paid. A 1.5% finance charge, in addition, attorney & collection fees may be assessed to all overdue accounts and statements will be provided upon request.

2. Ordering: Orders may be placed online and/or phoned in to 888-263-3834 or faxed to 585-612-1710

4. Pricing: All pricing subject to change without notice. Please contact us for pricing confirmation, volume discounts and rebate programs.

5. Minimum Orders: The minimum order is \$50.00 excluding tax, \$100.00 minimum on all tools, otherwise a \$12.50 handling charge may be added to the order.

6. Sales Tax: We are required by law to collect the appropriate current tax rate on invoice total for goods delivered within the States of New York and Arizona. If you are tax-exempt, please submit your certificate.

7. Limited Warranty/Damages: With respect to Goods sold by Seller to Customer, Seller warrants only that the Goods shall be free from defects in material and workmanship at the time of shipment from Seller's facility or other place of shipment. THIS LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY SELLER, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN NO EVENT SHALL SELLER BE LIABLE (AND CUSTOMER SHALL NOT ASSERT ANY CLAIM) FOR SPECIAL, INCIDENTAL, COMPENSATORY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS. CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS WARRANTY, AND SELLER'S SOLE OBLIGATION AND LIABILITY FOR ANY AND ALL CLAIMS, WHETHER BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY OR OTHER TORT, SHALL BE LIMITED, AT SELLER'S EXCLUSIVE DISCRETION, TO: (1) REPLACEMENT OF ANY DEFECTIVE GOODS OR PART THEREOF; (2) REPAIR OF ANY DEFECTIVE GOODS OR PART THEREOF; OR (3) RETURN OF THE PURCHASE PRICE FOR ANY DEFECTIVE GOODS OR PART THEREOF. IN NO EVENT SHALL CUSTOMER SEEK OR RECOVER PUNITIVE OR EXEMPLARY DAMAGES. The warranty and remedies set forth above are conditioned upon the proper storage, use and maintenance of the Goods and conformance with all applicable recommendations of the Seller with respect to the Goods. No agent, employee or representative of the Seller (or any distributor, dealer or sales representative of the Seller) has the authority to bind the Seller to any affirmation, representation or warranty concerning the Goods sold hereunder, and unless such affirmation, representation or warranty is specifically included in these Terms and Conditions, it shall not form a part of the basis of these Terms and Conditions and shall in no way be binding upon the Seller or enforceable by Customer. Except as expressly agreed to by the Seller in writing, the Goods are not rated or certified for any particular application or environment.

8. Delivery: Providing the product is in our stock, orders placed before 3:00 pm (EST) will be shipped the same business day under normal circumstances.

9. Shipping: All shipping is FOB Webster, NY, best way, unless otherwise specified. Items temporarily back ordered are immediately shipped upon arrival into our warehouse. All orders over \$500.00 will be shipped freight pre-paid to the lower 48 States except on items that are freight intensive. Shipping to Alaska, Hawaii, Canada, and other countries will be on a quote to ship basis. For international orders, Buildcorp Direct is not responsible for any import fees (brokerage, customs, governmental) charged by carrier. We are not authorized to collect any taxes outside the United States. All import/shipping fees are the responsibility of the customer.

10. Returns: Buildcorp Direct LLC will accept merchandise in good, clean, saleable condition for a period of 7 days from the date-of-purchase. Returned items must have the original carton, packaging materials, and warranty information. A return authorization number must be requested and issued by Buildcorp Direct LLC before any product is returned to Buildcorp Direct LLC. If product is returned in acceptable condition for resale, and has not been discontinued by our manufacturers, we will issue credit for the value of the product less a 20% stocking fee. Any freight charges and restock fees associated with the return will be charged accordingly. Special order items and custom-imprinted products are non-cancelable and non-returnable except for defective quality or workmanship. Any defective returns will be at manufacturer's discretion and their terms and conditions of their warranty.

11. Damage/Shortage Claims: Our staff takes great care in filling, checking and packaging your order. On rare occasions, a package may be damaged or lost in transit. If a truck shipment is damaged or missing pieces, please note on the delivery receipt and obtain an inspection report from the truck line immediately. It is the responsibility of the consignee to do a piece count before receiving and signing for any shipment and file any damage or missing claims with the carrier promptly after inspection. Claims must be filed within 7 days of shipment. For assistance, please contact our customer service department at 888-263-3834 or sales@buildcorpdirect.com.

12. BuildCorp Direct LLC 100% Guarantee: If for any reason you are dissatisfied with the products you purchased, we will gladly arrange for immediate replacement, refund or credit apart from special order items and custom imprinted products.

13. Retention of Title Clause: All goods supplied by Buildcorp Direct remain the property of Buildcorp Direct LLC until payment has been received in full. Buildcorp Direct reserves the right to use reasonable means to claim these goods.

14. Product Disclaimer: Product images displayed may differ slightly from the product received.

15. Rebate Program: Any rebates offered by Buildcorp Direct are issued as a credit against the customer account.

Thank you for choosing Buildcorp Direct LLC!