QWICK KURB, INC. (813) 645-5072

STANDARD TERMS & CONDITIONS OF SALES

The terms and conditions of this order are upon acceptance of this order by Seller at his home office at 1916 US S. Tamiami Trail, Ruskin, FL 33570, and shall be binding upon the Seller and Purchaser. All notes on this quotation are an integral part of this sale and shall be incorporated into any subsequent Purchase Order issued on Purchaser's form . Estimated shipment from factory 30 days after receipt of order unless otherwise noted. FOB Ruskin, FL, USA.

Payment Terms: Cash/Check, Wire Transfer or Credit /Debit Card at the time of shipment.

Prices are US funds. The unit prices & totals do not include any applicable taxes unless otherwise noted. Non-US buyers to pay all customs duty, GST, PST & any other customs charges & taxes. We only accept written Purchase Orders or completed "PUBLIC BUYER'S ACCEPTANCE" from government agency buyers.

For sales tax exempt non-government buyers: Please provide exemption certificate at time of ordering. Issuance of a purchase order on your form constitutes agreement to the terms & conditions of this quote. Delivery method is via LTL unless otherwise noted. No inside delivery services or lift gate services are available. Upon arrival, Purchaser will have 1 hour to unload unless otherwise indicated.

Additional charges for additional truck wait time may apply and will be back charged to Purchaser.

Ancillary services such as Lift Gate Delivery, Inside Delivery, or Re-delivery, will be charged to the Purchaser. We reserve the right to correct errors and/or emissions on this quotation. Interest will be charged on any balance over 30 days at 1-1/2% per month (18% per annum). For your convenience, we accept MasterCard, VISA, Discover & American Express

Submitted by: QWICK KURB, INC.

PUBLIC BUYER'S ACCEPTANCE

These terms & conditions are accepted:

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Ordered By: _____

Signature: _____

Date: _____ Title: _____

Customer Order No.: _____

Ship To: ____ same as above ___ as follows:

_____

_____

_____

Ship Via: _____

Is a forklift available? __YES_____ NO ____

(If NO, additional charges will be incurred)

Ship to Attention: _____

Phone # at shipping point: _____

Invoice address: _____

_____

Return Policy: Items must be returned within 30 days of purchase. A minimum 15% re-stocking fee will apply. Materials must be unopened, unused and undamaged and in their original packaging & wrapping. Damaged or used items will not be eligible for any return. Buyer is responsible for original shipping charges and must pay all transportation charges related to returning materials to us. Custom made & special order products are non-returnable. Obtain approval & return instructions from QWICK KURB, INC. prior to returning items. An even exchange for incorrect colors ordered for traffic marking materials is allowed provided buyer pays for all freight charges associated with exchange and materials are unopened and undamaged.

1. Buyer's Acceptance of Delivery: Buyer's acceptance of the delivery of the goods will constitute acceptance of the terms and conditions set forth. These terms and conditions govern the sale of the goods, notwithstanding any additional, different, inconsistent, or contradictory terms that may appear in any purchase order or other document prepared by the Buyer but not executed by an officer of QWICK KURB, INC..
2. Inspection, Acceptance of Delivery: Buyer will inspect the Goods promptly after delivery. No claim for error or conformance of delivery, for damage or for shortage may be asserted later asserted later than 30 days after delivery. Buyer shall be deemed to have accepted the Goods unless such a claim is flied in writing by notifying QWICK KURB, INC. at 1916 South Tamiami Trail, Ruskin, FL 33570.
3. Limitation of Remedies: QWICK KURB, INC. will not be liable for special or consequential damages or for any penalties based on breach of contract, beach of warranty, negligence, strict tort, or any other legal theory arising from performance of this contract or from any Goods sold hereunder. Consequential damages include loss of profits, loss of savings or revenue, downtime, loss of use of the Goods or any associated equipment, facilities, or service, the claims of third parties, and injury to property.
4. Governing Law and Jurisdiction
   This Agreement and the relationship of the parties shall be governed by the internal laws of Florida, including specifically the Uniform Commercial Code of Florida. Both parties hereby agree to submit to the personal jurisdiction of the federal and state courts located in the State of Florida and that the venue of any action required by this Agreement shall be in the designated Federal or State courts located in Hillsborough County, Florida. The prevailing party in any proceeding to enforce this Agreement shall be entitled to an award of legal fees, costs and litigation expenses.
5. Time for Bringing Suit: Any action for breach of contract must be initiated within one (1) year following delivery of the Goods, or for breach of warranty within three (3) months of expiration of warranty.
6. Limitation of Warranties: The warranty that accompanies the Goods is in lieu of all other warranties, express or implied. QWICK KURB, INC.'S warranty does not cover defects or damage caused by use of the Goods for purposes other than those for which they were designed, damage during shipment, or any abuse or misuse by the purchaser.
7. Force Majeure: QWICK KURB'S performance hereunder will be excused if it is made impractical by the occurrence of an unforeseen event such as strikes, labor disturbances, fires, floods, embargos, government priority, availability of supply, acts of God or any other cause beyond QWICK KURB, INC.'s control.
8. Origin: Some or all of the Goods may have been manufactured in Austria, China, England, Canada, New Zealand & Germany. A detailed listing by country of origin is available from QWICK KURB, INC. upon request.