



Terms and Conditions of Sale
Revised March 2024



TERMS AND CONDITIONS OF SALE:

Additional terms and conditions referred to on the face hereof and upon which this sale is made and to which the buyer agrees, are as follows:

CONFIRMATION. Orders placed with salesmen will not be binding on Seller until accepted or confirmed by Seller in writing at Sellers, Amsterdam, New York Office, in which event all of the terms and conditions set forth in the said order placed with salesmen shall be deemed to be accepted by and binding upon the Buyer. Acceptance of goods in whole or in part, or any other act of the Buyer in connection with such order, shall constitute an acceptance and agreement of all the terms and conditions herein.

BUYER'S CREDIT. The credit specified herein or which may hereafter be extended, both as to time and amount, as well as deliveries under this contract, are subject to decrease, cancellation or limitation by the Seller at any time, with or without notice, and the purchase price of the merchandise herein described, or such part of said merchandise as the Seller may offer from time to time shall at Seller's option be payable in cash on tender or offer of delivery, which the Buyer agrees to pay, and upon default the Seller may, at his option, hold the goods for the Buyer, who shall be liable for the purchase price hereof, or sell the same for the account of the Buyer, giving credit for the net amount realized thereon upon the purchase price, or cancel the order in writing, but in no event shall the Buyer be released from his liability hereunder unless the order be cancelled by the Seller in writing. The cancellation of this contract as aforesaid, shall not release the Buyer for any liabilities to the Seller accrued prior to the date of such cancellation.

INTEREST. Buyer shall pay interest at the prevailing rate per annum on all past-due bills.

ANTICIPATION. No anticipation is allowed.

DELIVERIES AND TENDER. Any of the following shall constitute delivery of goods to the Buyer: Tender of goods to a carrier; delivery of goods to storage warehouse for account of Buyer; holding of goods at Buyer's request; the rendering to the Buyer of an invoice. Carrier's bill of lading or other shipping receipt or storage warehouse receipt shall be evidence of delivery. Unless title to the goods shall have sooner passed pursuant to the provisions hereinafter set forth relating to the passing of title, title to the goods shall pass on delivery to the Buyer.

Delivery of pieces in lengths or cuts varying 10% either way from the specified yardage shall be a compliance with and may be appropriated to the contract. Where deliveries are to be made in one or more installments, whether of specified quantity or not, each installment and each part delivery shall be paid for in accordance with the terms hereof regardless of claims by the Buyer upon this or any other contract or relating to any other delivered or undelivered merchandise, and the failure to deliver any part of any installment shall not relieve the Buyer from the obligation to accept and pay for other part deliveries or installments under this contract.

Any deliveries not in dispute shall be paid for regardless of controversies relating to other delivered or undelivered merchandise.

UNAUTHORIZED RETURNS. Freight and storage charges shall be borne by the Buyer on any return made without the written consent of the Seller.

REPLACEMENTS. The Seller may replace any goods rejected for proper cause and the Buyer except must accept replacements as hereinafter provided. Request for replacement by the Buyer must be made within (15) days after rejection has been agreed to by the Seller but where for the reasons mentioned in the next preceding paragraph hereof or for any other reason it is impossible for the Seller to replace the merchandise except at great expense or difficulty, the Seller reserves the right to cancel without incurring any obligation therefore.

WARRANTIES. There is **NO WARRANTY**, representations or condition **OF ANY KIND**, express or implied (including **NO WARRANTY OF MERCHANTABILITY**) except that the material shall of the quality specified herein, **AND NONE SHALL BE IMPLIED BY LAW**. Except as otherwise provided herein quality shall be in accordance with Seller's specifications.

SELLER'S LIABILITY. Seller shall not be liable for prospective profits or special, indirect or consequential damages, nor shall recovery of any kind against Seller be greater in amount than the purchase price of the specific material sold and causing the alleged damage. Buyer assumes all risk and liability for loss, damage or injury to persons or property of Buyer or others arising out of use or possession of any material sold hereunder. Seller shall not be liable for normal manufacturing defects nor for customary variations from specifications. The Seller makes no warranty of fitness of the goods for a specific purpose unless otherwise expressly stated herein.

No modification of this contract shall be binding unless in writing, signed by both parties hereto, and no waiver by either party of any default shall be deemed a waiver of any subsequent default.

This agreement constitutes the entire contract for the merchandise described as accepted and entered upon Seller's books and is not subject to Buyer's purchase order.

END USE. Final determination of the suitability of the material for the use contemplated by Buyer, is the sole responsibility of Buyer, and Seller shall in no way be responsible for the suitability of the material for any particular end-use.

DEFAULTS. If the Buyer defaults in the performance of any of the terms and conditions hereof or in any other contract between the Buyer and the Seller, the Seller may, at its option, render bills at the contract price for all goods deliverable or appropriated hereunder and under any other contract between the Buyer and Seller, and the Buyer agrees to pay the same in accordance with the contract terms or in cash, at the Seller's option, or the Seller may rescind any transfer of title hereunder or under any other contract between the Buyer and the Seller and shall have all other rights and remedies according to law upon this contract and any other contract with the Buyer, reserving however, the Seller's right with respect to any liabilities of the Buyer to the Seller which may have accrued prior to the date of such cancellation. In the event that a receiver shall be appointed for the Buyer or its property, or in the event that any petition shall be filed by, for or against the Buyer under any of the provisions of the Federal Bankruptcy Act, or any State Laws relative to insolvency the Seller may, at its option, cancel and terminate the contract and any other contracts between the Seller and the Buyer, reserving however, the Seller's rights with respect to any liability of the Buyer to the Seller which may have accrued prior to the date of such cancellation.

PRICE INCREASE. The Buyer shall pay in addition to the price specified herein any increase in the cost of production of the goods, contracted for herein incurred by the Seller under any City, State or Federal legislative act, or any regulation, rule or order of any such governmental department or agency, or industrial, trade or labor association or bureau acting under such governmental authority, in respect to the price of material and labor, working hours and standards, or otherwise affecting the cost of production. The amount of any such increase shall be determined and certified by the Seller's auditor and added to the invoice. If delay in delivery be caused by any such laws, rules, regulations or orders, delivery dates specified herein shall be extended accordingly, and the Buyer shall accept delivery at such extended times after the date specified herein.

INVALIDATION OF PROVISION. If any provision of this contract is or becomes at any time and under any law, rule or regulation unenforceable or invalid, nevertheless no other provision of this agreement shall be affected thereby and the remaining provisions of this agreement shall continue with the same effect as if such unenforceable or invalid provision shall not have been inserted herein.

NEW YORK STATE LAWS. This contract shall be governed by and construed and interpreted pursuant to the laws of the State of New York.