

TERMS AND CONDITIONS OF SALE

The terms and conditions of this document, together with Kelly Industrial Supply's invoices and any written quotation issued by Kelly Industrial Supply, shall constitute the entire agreement for the purchase and sale of the products to the purchaser. Any additional or inconsistent terms contained in purchaser's purchase orders or other documents are expressly rejected and shall not be binding on Kelly Industrial Supply unless expressly agreed to in writing by Kelly Industrial Supply.

Payment & Discount Terms: 2% 10 Days with Net Payment Due within 30 Days – If credit has not been established, orders will be shipped C.O.D. New orders or back-orders will be held without shipment if there are unpaid invoices in excess of **sixty (60)** days, or if authorized credit limit is exceeded. A monthly finance charge of 1.5% applies to unpaid invoices beyond thirty days. Kelly Industrial Supply reserves the right, at any time and in its sole discretion, to modify credit terms, reduce credit limits, suspend shipments, or require payment in advance. If purchaser fails to pay any amount when due, purchaser shall be responsible for all costs of collection incurred by Kelly Industrial Supply, including reasonable attorneys' fees, court costs, and collection agency fees.

Returned Checks – A \$30 fee will be charged for checks returned due to insufficient funds.

Credit Card – All credit card purchases will incur a 3% processing fee.

Prices – Prices are subject to change without an advanced notice. All items will be invoiced at the catalog price less the applicable discounts. Prices apply for full box quantities only.

Quotations – Written price quotation remain in effect for **fifteen (15) days** from the time of quotation unless otherwise stated in writing.

Returns – **There is a 30 day return policy. No returns will be accepted after thirty days and no credit will be issued. All kits and custom assortments, including hose assemblies, are non-returnable. The return of obsolete, discontinued, or modified parts will not be accepted. All non-stock items are sold on a non-cancellable basis and are not returnable. No returns will be accepted C.O.D. and no merchandise can be returned without a Return Authorization Number.** Returns will not be accepted unless prior arrangements have been made and a return authorization has been issued by Customer Service. All material must be returned in its original packaging. Returns are subject to a 25% restocking fee plus all freight costs. Any unauthorized return will be refused at our receiving docks, and returns will be handled on a credit basis only.

All goods returned to and accepted by Smith Industrial Supply as defective or incorrect, shall be replaced or credited in full. All credit memos expire sixty (60) days from the date issued.

Claims and Damages – All damages, shortages and other claims must be reported to us within **five (5) days** after receipt of merchandise. Failure to notify us within such time shall constitute acceptance of the goods and waivers of any such claims. If goods are damaged in transit or shortage received, notification and any claims should be made directly with carriers. Before reporting shortages, please check to make sure packing slip indicated shorted items have been shown being shipped.

Special Orders and Orders for Non-Stocking Product – All non-stock items or special orders must be ordered via a signed purchase order from the customer. The customer is liable for the entire order quantity and any additional in-bound freight charges.

Owned or Loaned Equipment – Any and all equipment including crimp machines, bins, and cabinets, provided by Smith Industrial Supply at no cost to the customer, unless otherwise noted, remains the property of Smith Industrial Supply and is to be used in conjunction with Smith Industrial Supply products only. Smith Industrial Supply owned or loaned equipment may not be removed, transferred, or altered in any way except by, or under the supervision of, an authorized Smith Industrial Supply representative. Contact our Customer Service department or your Sales Representative to purchase any Smith Industrial Supply loaned equipment.

Taxes – All applicable federal, state or local sales, uses, occupations, or excise taxes are the responsibility of the purchaser and shall be in addition to the prices states. Smith Industrial Supply shall have the right to invoice separately any such tax as it may be imposed at a later time. Applicable tax exemption certificates must be on file with Smith Industrial Supply to be exempt from sales tax.

Freight Policy – As of June 1, 2018, all UPS/FedEx orders that exceed \$400 or more **and** under 100 lbs. will be freight free. All orders under \$400 will have a UPS/FedEx charge. All outside truck deliveries of orders over \$750 will be freight free within a 100 mile radius of the 19382 zip code. Title to and risk of loss for all goods pass to customer upon delivery to the carrier.

Limitation of Liability – **Kelly Industrial Supply's liability for any claim relating to the sale or use of products shall be limited to the purchase price of the products giving rise to the claim. Kelly Industrial Supply shall not be liable for any indirect, incidental, or consequential damages.**

SMS Communications – By providing your mobile phone number to Kelly Industrial Supply, you consent to receive SMS text messages related to your account, orders, deliveries, and inventory management. Messages may include order status updates, delivery notifications, VMI replenishment alerts, and follow-up on quotes or open orders. Message and data rates may apply. Message frequency varies based on your account activity. To opt out of SMS communications at any time, reply STOP to any message from Kelly Industrial Supply. For help, reply HELP. Kelly Industrial Supply will not use SMS to send unsolicited marketing messages. All SMS communications are service-related and tied to your account activity.

Privacy Policy – Kelly Industrial Supply collects and uses customer information solely to conduct business, fulfill orders, and communicate about account activity. We do not sell or share personal information with third parties for marketing purposes. For full details on how we collect, use, and protect your information, please review our Privacy Policy at kellyindustrial.com/privacy.

Governing Law – These Terms and Conditions shall be governed by the laws of the Commonwealth of Pennsylvania. Any legal action relating to the sale of products shall be brought in the state or federal courts located in Pennsylvania.

Signature

Date

Cosigner Signature

Date