

Order Entry Form

Purchase Order: _____

Date Of Order: _____

Customer: _____

Contact Name: _____

Customer Number: _____

Telephone: _____

Fax: _____

Bill To: _____

Ship To: _____

Part Number	Description	Quantity	Price/Each	Total

Method of Shipment: UPS (Ground 2nd Day Overnight)
 Fed Ex
 Truck Line _____
 Account Number _____

Special Instructions: _____

Taken By: _____

Entered By: _____

ACCEPTANCE OF TERMS – BATTLE OF FORMS

Westermeyer Industries, Inc. (“Seller”) and the party submitting this form (“Buyer”) agree that submission of this form is an offer to purchase the listed products from Seller. By submitting this offer, Buyer includes in its offer the terms contained on this page. Buyer hereby objects to and rejects the provisions of any prior acknowledgment, order acceptance, invitation to offer, warranty statement, or invoice, which are inconsistent with or add to the provisions of this offer. The terms of this offer are the complete and exclusive terms of the offer with respect to the products named. No prior invitations to offer, proposals, quotations, statements, or forecasts shall be part of this offer.

LIMITED WARRANTY

Seller warrants that its products will be free from defects in materials and workmanship if used under normal recommended operating conditions within design limitations. Seller’s liability shall be limited to repair and replacement of a product due to defects in material and workmanship for a period of twelve (12) months from the date of delivery to Buyer. Seller’s liability shall not extend to any additional parts incorporated into its products by Buyer or repair or alteration performed by anyone other than Seller. Under no circumstances shall Seller be liable for consequential damages or the cost of labor in replacing/repairing defective components. Seller is not responsible for errors by Buyer as to the quantity or sizing of products. No representations, express or implied, are made to Buyer that Sellers’ products are suitable for any use other than set forth in relevant product specifications. **FURTHER, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE MERCHANTABILITY OF ITS PRODUCTS OR THE FITNESS OF ITS PRODUCTS FOR ANY PARTICULAR PURPOSE EXCEPT AS EXPRESSLY SET FORTH IN RELEVANT PRODUCT SPECIFICATIONS. NO PERSON, AGENT OR DEALER, OTHER THAN SELLER, SHALL BE AUTHORIZED TO GIVE ANY WARRANTIES OR ASSUME ANY LIABILITY FOR SELLER.**

OTHER TERMS AND CONDITIONS OF SALE

Buyer acknowledges that all prices are subject to change without notice. Any price quotations expire ninety (90) calendar days from the date of quotation, unless withdrawn or stipulated by Seller in writing. Buyer acknowledges that their minimum order value shall be \$50.00. Buyer acknowledges that any price quotation given by Seller does not include applicable sales, use, excise, or similar taxes. If Seller is required to collect or pay any tax from Buyer, quoted prices will be increased to include said tax. Buyer will pay applicable tax as part of the purchase price. If said tax is not collected at the time of payment, Buyer will hold Seller harmless from the same. Seller shall grant to Buyer a 1% discount in purchase price if an order is paid for within ten (10) days of the receipt of Seller’s invoice.

Any shipment of goods shall be F.O.B. at Seller’s factory. Title and risk of loss will transfer to Buyer upon delivery to a carrier. Seller will not be liable for delays or failure in delivery due to acts of God or public authority, labor disputes, accidents, floods, fires, weather conditions, failure or delay of carrier, delay of supplier, or any other reason beyond Seller’s control. Any delivery date requested by Buyer will be subject to Seller’s acceptance. Buyer shall inspect all products upon receipt and make any claim for shortage within ten (10) days after receipt and any claim for any other reason within fifteen (15) days of Buyer learning of the facts giving rise to the claim. As to OEM orders, Seller shall be permitted to undership goods by at most ten percent (10%) of any ordered amount.

Order cancellation and/or reschedules are subject to Seller’s approval and are also subject to cancellation charges and price increases. Cancelled orders for custom products will be subject to charges including but not limited to purchased raw material and custom tooling. Goods shall not be returned without Seller’s approval after Buyer has called Seller to request a “return goods authorization number” (RGA). Buyer shall prepay freight for all returned goods. Returned goods are subject to a 25% restocking fee the first year after purchase and a 50% restocking fee the second year after purchase. No returns shall be authorized for goods over two (2) years old.

Seller reserves the right to make changes to specifications and dimensions of products in its catalog without notice.