



## TERMS AND CONDITIONS OF SALE

### 1. WARRANTY

We guarantee goods of our manufacture against defects in material and/or workmanship under normal use of service. Defective parts will be replaced without charge upon satisfactory proof of such defects, but the liability of Western Rubber will be limited solely to replacement of such defective parts. Western Rubber makes no other warranty whatsoever expressed or implied. No one is authorized to waive or amend the foregoing in any particular.

### 2. PRICES

Prices are subject to change without notice but quotations accepted within thirty (30) days of their date will be invoiced at the quoted price in the event of a price increase. We will not be responsible for prices quoted by any Jobber to customer from outdated price or discount sheets.

### 3. TAXES AND COLLECTION CHARGES

All taxes imposed by any Government shall be added to the amount to be paid by the purchaser. Transportation and collection taxes and/or charges shall be for the account of the purchaser.

### 4. CANCELLATIONS

Orders for products of special design size or materials are not cancel-able upon our receipt of purchase order. Any item not shown in our catalog or listed in our price book is non-cancelable.

### 5. RETURNED GOODS

No returned good will be accepted without written authority from our Home office. Merchandise credit only will be issued after inspection at our factory and such credit will be subject to any cost necessary for Western Rubber to put item in sale-able condition.

### 6. DESIGN CHANGES

We reserve the right to change or modify the design of any Western Rubber products without obligation to furnish or install such changes on products previously or subsequently sold.

### 7. DELIVERY

All deliveries quoted are estimates. Every effort will be made to ship within the time quoted, but we will not be responsible, nor be liable for any damage incurred on account of such delays.

### 8. CASH TERMS

A late payment finance charge will be assessed on all balances not paid by the due date indicated on each invoice at a monthly rate of 1 ½ %, which is an annual rate of 18%. This charge will be shown and so designated on the next monthly statement.

### 9. GENERAL

We have no control over the use or abuse of our products or equipment and our services are advisory only. The customer therefore agrees that Western Rubber shall have no liability for allegedly defective or inadequate service and the customer agrees to indemnify and hold Western Rubber harmless from all claims other than given in our foregoing warranty.