

# Wells Lamont Industrial DISTRIBUTOR TERMS AND CONDITIONS (Rev. 2/24)

## ACCEPTANCE; AGREEMENT

These Terms and Conditions ("Agreement") supersede all other agreements, oral or written, and all other communications between the parties suggesting additional or different terms. This Agreement represents the final and complete understanding of the parties and may be amended or cancelled only by written agreement signed by both parties. This Agreement expressly limits acceptance to these terms; no order shall have any force or effect until acknowledged in writing by Wells Lamont Industrial ("Seller"); and any proposal for additional or different terms or any attempt by you ("Buyer") to vary in any degree any of the terms hereof is hereby deemed material and is objected to and rejected. No terms of any document or form submitted by Buyer shall be effective to alter or add to the terms and conditions in this Agreement. Unless otherwise stated herein, Buyer's receipt of any portion of the goods ordered hereunder ("Goods") shall constitute acceptance of this Agreement, unless Buyer immediately returns all such Goods.

Prices, terms and products are subject to change without notice. This price list supersedes all others previously published. This price list is only valid for Seller's authorized distributors. Seller has right to change pricing up to the time of shipment in addition to the time of order.

## TERMS

All payments are due net 30 days from invoice date. All orders are subject to acceptance at our office. No discounts shall be taken except as specifically allowed in writing by Seller. No price is final until time of shipment. All payments shall be made without setoff. Late payments are subject to a service charge of the lesser of 1.5% per month or the highest rate permitted under applicable law. Buyer shall be liable for all costs and expenses related to collection of past due amounts, including, without limitation, attorneys' fees and costs.

## ORDERS

Minimum order size is \$250. Split shipments are processed as separate orders. Freight and terms apply to each order.

## "MADE TO ORDER" PRODUCTS

All "made to order" products require a minimum order quantity and are non-cancelable and not returnable. Lead times and minimum order quantities will be quoted at the time the order is placed. Contact customer service for minimum order quantities.

## UNIT OF MEASURE (UOM)

If the buyer intends to sell product other than UOM listed in this price list, the product must be re-labeled with the country of origin, material content and manufacturer name (Wells Lamont Industrial).

## TAXES

Prices do not include any sales, use, excise, privilege, or other taxes or assessments now or hereafter imposed or levied by or under the authority of any federal, state or local law, rule or regulation.

## FREIGHT; DELIVERY

Delivery shall be made FOB Seller's warehouse. Freight is prepaid on orders of \$2,000 or more to one location within the continental U.S.A. All risk of loss or damage to Goods shipped hereunder shall pass to Buyer upon delivery to Buyer, to its designated agent or to a carrier for delivery to Buyer, whichever occurs first. We cannot accept responsibility for damage or delay by the carrier. All shipping and delivery dates are estimates only. Seller shall not be liable for any claim, loss, expense or damage of any kind whatsoever for delays, or loss or damage in transit or delivery. Claims for loss or damage shall be made solely against the carrier. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

## WARRANTIES AND LIMITATIONS ON WARRANTIES

A. Seller expressly warrants that the Goods will conform to their written description and specifications and be free from defects in workmanship and material for a period of six months from the date of delivery. Seller makes no guarantee or warranty (express or implied) of the Goods' performance or usefulness for particular applications. Buyer is solely responsible for determining the suitability of any Goods for a particular application THESE ARE SELLER'S ONLY WARRANTIES. SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR

A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED.

B. If Buyer notifies Seller in writing within the warranty period of a defect in material or workmanship in any Goods sold hereunder, and if Seller determines, after inspection by a representative of Seller, that such Goods are not in conformity with the warranty given hereunder, Seller will replace, F.O.B. point of manufacture, the defective Goods, provided Buyer returns such Goods to Seller's warehouse, freight prepaid. No Goods shall be returned without Seller's prior approval and all returns must comply with the procedures set forth herein. This shall be Buyer's exclusive remedy for Seller's liability hereunder. Any claims not made within the warranty period are deemed waived by Buyer. In lieu of replacing the defective Goods, Seller shall have the right, at its sole option, to refund the purchase price thereof.

C. Seller's liability to Buyer or anyone claiming through or on behalf of Buyer, with respect to any claim or loss arising out of this transaction or alleged to have resulted from an act or omission of Seller, whether negligent or otherwise, and whether in tort, contract or otherwise, including failure to deliver, delay in delivery or breach of warranty, shall be limited to an amount equal to the purchase price of the Goods with respect to which such liability is claimed or, where appropriate and at the option of Seller, to replacement of the Goods thereof. In no case will Seller be liable for any bodily injury, death or property damage resulting from or in any way arising out of the Goods or their sale, use or manufacture. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, OR ANY OTHER LOSSES, DAMAGES OR EXPENSES ARISING OUT OF THIS TRANSACTION.

## INSPECTION

Buyer shall inspect the Goods as soon as possible, but at least within seven days, after receipt, and Buyer shall immediately notify Seller in writing of any claims that the Goods do not conform to the description in Seller's quotation or order acknowledgment, that the Goods are in any way defective or that Buyer is rejecting the Goods. Failure to give such written notice upon receipt will constitute irrevocable acceptance by Buyer of all such Goods.

## RETURNS

Returns are only accepted with prior authorization from Seller. Return authorization claims due to errors in shipping, Seller's order entry or distributor ordering must be made within 30 days. Returns are authorized at Seller's discretion for Goods that are in saleable condition and are less than six months old. Made to order, discontinued or custom products are not returnable for credit. All returns must have the return goods authorization number on the boxes. Returns are subject to a 15% restocking fee and must be shipped prepaid. Damage claims and shortages must be recorded on the delivery receipt at time of delivery in order to be considered. Seller is not responsible for damage to Goods after they have been accepted by Buyer or its agents.

## INDEMNIFICATION

A. If the Goods are manufactured in accordance with specifications or other directions provided by Buyer, Buyer shall indemnify, defend, and hold harmless Seller against all claims, losses, liabilities and expenses (including attorneys' fees), which Seller may incur or become liable to pay with respect to such Goods, including (without limitation) claims relating to patent, trademark, copyright infringement or unfair competition, claims of non-compliance with any federal, state or local law or regulation, and any other claim of any third party which relates to or in any way arises out of such specifications or other directions provided by Buyer.

B. Buyer shall indemnify, defend, and hold harmless Seller against all claims, losses, liabilities, and expenses (including attorneys' fees), which Seller may incur or become liable to pay which relate to or in any way arise out of Goods subjected to: (i) improper use, accident, damage, abuse or misuse; (ii) abnormal operating conditions or applications; (iii) operating conditions or applications not made known to or contemplated by Seller at the time of the Agreement; or (iv) a use or application other than or varying in any degree from the specifications.

## FORCE MAJEURE

Seller shall not be liable for any delay in or failure of performance hereunder due to any contingency beyond its reasonable control.

## DEFAULT

If Buyer is in default or commits a breach of any of the provisions of this Agreement, Seller shall have, in addition to all other rights it may have, the right to cease work hereunder immediately.

## STORAGE

In absence of agreed shipping dates, Seller shall have the right to invoice Buyer and ship the Goods once they are ready for shipment. If Buyer is

unwilling to accept shipment of the Goods on the agreed shipping date or as provided in the prior sentence, Seller may, at its option, place them in storage and bill Buyer for the storage charges. In such case, risk of loss shall pass to Buyer when the Goods are placed in storage, and the date the Goods are placed in storage shall constitute the date of delivery for purposes of beginning the warranty period as well as for payment purposes.

**MISCELLANEOUS**

Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement shall be construed in accordance with the laws of the State of Illinois. No delay or omission in the exercise of any right, power, or remedy hereunder shall impair such right, power or remedy or be considered to be a waiver of any default or acquiescence therein.

**Phone: (800) 247-3295**  
**[www.wellslamontindustrial.com](http://www.wellslamontindustrial.com)**



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