

OFFICE LOCATIONS:
SELINGROVE, PA
PITTSBURGH, PA



OFFICE LOCATIONS:
CLEVELAND, OH
CANTON, CT

STANDARD TERMS & CONDITIONS OF SALE

All sales by BrakeTechnique[®], Inc. are made based upon the following terms and conditions:

1. **PRICES:** All prices are for immediate acceptance and are subject to corrections of clerical or typographical error. All quotations are subject to change in accordance with manufacturer's adjustments at the time of shipment.
2. **DELIVERY:** All lead-times quoted represent estimated manufacturer's production times, or time required to prepare the material for shipment, exclusive of transportation time. Delivery time quoted is provided as an estimate only. BrakeTechnique[®], Inc. cannot assume responsibility or accept back-charges for late deliveries.
3. **TERMS OF PAYMENT:** Orders are accepted on an open account only after proper credit has been established & the account is current. Standard payment procedure for "first-time" orders is credit card or C.O.D. All invoices against open accounts are due in 30 days. Past due invoices are subject to a 1-1/2% service charge per month.
4. **ORDERS:** BrakeTechnique[®], Inc. reserves the right to accept or reject any orders for merchandise based solely on the discretion of company personnel. Confirming orders must be marked "confirming", otherwise, we will not be responsible for expense and inconvenience caused through duplication of orders. All orders are subject to a \$20.00 minimum billing amount.
5. **SHIPMENTS:** Unless otherwise specified, all shipments are F.O.B. our facility. Those items requiring shipment from the factory will be F.O.B. manufacturer's location. When specific shipping instructions are not given, we shall use our judgment to determine the most satisfactory routing. The risk of loss of products referred to on the invoice shall be considered as being transferred to the purchaser upon delivery to the common carrier for transportation to the purchaser. Seller hereby retains and buyer hereby grants a purchase money security interest in the products to secure the payment of the purchase price.
6. **CANCELLATION OF ORDERS:** No purchase order, with respect to which company has issued or indicated a sales confirmation, may be cancelled without the consent of BrakeTechnique[®], Inc. personnel. Upon such cancellation at the request of the purchaser. The purchaser agrees to reimburse the company for all expenditures for material used, labor, and engineering services performed or for which BrakeTechnique[®], Inc. has obligated itself to its suppliers.
7. **RETURNS:** BrakeTechnique[®], Inc. will accept the return of merchandise that is normally a stock item provided the material is received in resalable condition. A minimum restocking charge of \$20.00, or 20% of the net invoice value of the material being returned, whichever is greater, will be required on all returned goods. Freight on returned goods will be the responsibility of the customer. Returns sent freight collect will not be accepted by BrakeTechnique[®], Inc. Proper notification, and permission from BrakeTechnique[®], Inc. personnel, must be obtained prior to returning any materials.
8. **WARRANTIES:** All expressed warranties and implied warranties of merchantability and of fitness for a particular purpose are hereby disclaimed. Seller will transfer to buyer any warranties extended by the manufacturer. There are no warranties, expressed or implied, which extend beyond this description. Damages are limited strictly to the terms of warranties transferred except that all liability for incidental and consequential damages resulting from the use of the products are disclaimed.
9. **TAXES:** In addition to the purchase price of the products provided for herein, the purchaser shall pay the company the amount of any sales, use or other taxes now or hereafter imposed by any federal, state or local taxing authority upon or with respect to sales purchase, shipment receipt or use of the goods.
10. **MISCELLANEOUS:**
 - a. Purchaser agrees to pay reasonable & customary attorney or collection agency fees, plus carrying charges, which may be incurred by BrakeTechnique[®], Inc. on invoices unpaid more than thirty (30) days from the date of the invoice.
 - b. In the event that the terms of our acknowledgement and invoice may be contradictory to the terms of your purchase order, the terms of our acknowledgement and invoices shall prevail.

BrakeTechnique[®], Incorporated * 196 Universal Road, Selingsrove, PA 17870
Toll free: (800) 255-1853 * Email: info@braketechnique.com * Fax: (570) 374-5225